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**AGREEMENTS ON
OVERSEAS TECHNICAL COOPERATION CENTRES**

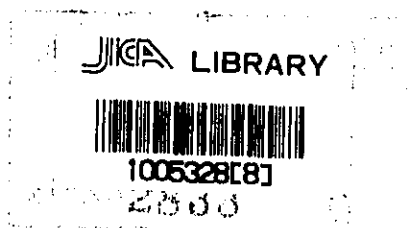
MARCH 1973

**OVERSEAS TECHNICAL COOPERATION AGENCY
EXTERNAL OPERATIONS DEPARTMENT
OVERSEAS CENTRES DIVISION**

国際協力事業団	
受入 月日 '84. 5. 22	000
登録No. 06595	36
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1. AGREEMENT CONCERNING THE ESTABLISHMENT
OF PROTOTYPE PRODUCTION AND TRAINING
CENTRE FOR SMALL INDUSTRIES

(in English with Japanese translation)

Signed at New Delhi, January 25, 1960
Entered into force, January 25, 1960

The Government of Japan and the Government of India, earnestly desiring to advance the economic and technical cooperation between the two countries and thereby to strengthen further the friendly relations which traditionally exist between the two countries, have agreed as follows:

ARTICLE I

There shall be established a Protototype Production and Training Centre for Small Scale Industries (hereinafter called "the Centre") at Howrah, West Bengal, which shall execute the following functions:

- (a) practical and theoretical training of skilled workers and technicians for small scale industrial units as well as of the technical staff of the Department of Industries of the States in India and of the small scale industries organization of the Government of India;
- (b) development and production of prototypes of machines, tools and accessories to be supplied to small scale industrial units for enabling the reproduction of such prototypes on a commercial basis by these units;
- (c) development of special types of machinery to assist small scale industrial units in improving their production techniques.

In so far as the above-mentioned functions are not hindered, the Centre may execute job orders on non-commercial basis for the production of certain specialized components which cannot be produced by small scale industrial units.

ARTICLE II

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense the services of a Japanese director and of requisite Japanese teaching and technical staff as listed in Annexure I in addition to those of a technical consultant required for the installation of machinery and equipment referred to in Article III.

(2) The Japanese director and teaching and technical staff shall be granted privileges, exemptions and benefits, as mentioned in Annex II, and shall be granted privileges, exemptions and benefits no less favourable than those granted to the experts of the third countries under similar circumstances.

ARTICLE III

In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to make available at their own expense teaching aids, machinery, equipment, tools and spare parts required for the establishment of the departments at the Centre as listed in Annexure III.

ARTICLE IV

The Government of India undertake to bear claims, if any arise, against the Japanese director and teaching and technical staff resulting from, occurring in the course of, or otherwise connected with the bona fide discharge of their functions in India covered by this Agreement.

ARTICLE V

(1) The Government of India undertake to provide at their own expense;

- (a) an Indian director and requisite Indian technical and administrative staff, as listed in Annex IV;
- (b) requisite buildings as listed in Annexure V as well as land and incidental facilities required therefor;

- (c) raw materials, replacements of machinery, equipment and tools, and any other materials necessary for the operation of the Centre;
 - (d) suitable furnished accommodation and transportation facilities for the Japanese director and teaching and technical staff.
- (2) The Government of India undertake to meet;
- (a) customs duties, internal taxes and other similar charges, if any, imposed in India in respect of the articles referred to in Article III;
 - (b) expenses necessary for the transportation of the articles referred to in Article III within India as well as for the installation, operation and maintenance thereof;
 - (c) stipends for trainees;
 - (d) any other running expenses necessary for the operation of the Centre.

ARTICLE VI

The Japanese director shall be responsible for the technical matters pertaining to the functions of the Centre referred to in Article I, while the Indian director shall function as his counterpart in these technical matters and shall in addition be responsible for the administrative matters pertaining to the functions of the Centre.

ARTICLE VII

Both Governments agree that there shall be mutual consultation for the purpose of advancing the objectives of the Centre and of successfully promoting Indo-Japanese cooperation in operating the Centre.

ARTICLE VIII

- (1) This Agreement shall enter into force on the date of its signature.

(2) This Agreement shall remain in force for a period of three years from its entry into force and shall continue in force thereafter provided that it shall be terminated on the date of expiry of the above-mentioned three year period or thereafter if either Government have previously given to the other Government at least six months' written notice of their intention to terminate the Agreement.

Done in duplicate at New Delhi in English on this 25th day of January, 1960.

For the Government of Japan: For the Government of India:

SHIROSHI NASU

L. K. JHA

ANNEXURE I

LIST OF JAPANESE STAFF AT THE CENTRE

Director
Department head, designing
Department head, production
Department head, training
Superintendent, machine shop and tool room
Superintendent, electrical measuring instrument shop
Superintendent, forging, smithy and welding shop
Superintendent, foundry Chief of laboratory (Physical tests, chemical tests, material tests)
Instructor for machine shop
Instructor for electrical measuring instrument shop
Instructor for forging and smithy shop
Instructor for welding shop
Instructor for foundry
Instructor for grinding and plating shop
Instructor for benchwork and assembly

Instructor for pattern shop
Metallurgist for heat treatment and welding
Tool engineer

ANNEXURE II

PRIVILEGES, EXEMPTIONS AND BENEFITS

The Government of India shall accord to the Japanese director and teaching and technical staff the following privileges, exemptions and benefits:

- (1) Exemption from payment of Indian Income-tax
- (2) Duty-free concessions available under the normal baggage rules
- (3) Duty-free import of the following articles:
 - (a) one personal automobile or motor cycle;
 - (b) one refrigerator and/or home freezer;
 - (c) one radio or radio-gramophone;
 - (d) minor electrical appliances and accessories;
 - (e) air-conditioner;
 - (f) professional equipment and gadgets;on condition that these articles shall be exported back when the Japanese director and teaching and technical staff leave India on completion of their assignment, and that any of these articles can be disposed of in India only with the prior permission of the Government of India, and that in such cases customs duty at the rates leviable shall be paid by the Japanese director and teaching and technical staff concerned.
- (4) Free medical care as admissible to experts assigned to India under the Colombo Plan

ANNEXURE III

LIST OF DEPARTMENTS AT THE CENTRE

- (1) Machine shop

- (2) Tool room
- (3) Electrical measuring instrument shop
- (4) Forging and smithy shop
- (5) Welding shop
- (6) Foundry, ferrous and non-ferrous
- (7) Grinding and plating shop
- (8) Pattern shop
- (9) Painting shop
- (10) Heat treatment shop
- (11) Testing laboratory
- (12) Drawing office
- (13) Basic training shop

ANNEXURE IV

LIST OF INDIAN STAFF AT THE CENTRE

- (1) Director
- (2) Technical staff
 - Indian counterparts for the Japanese specialists in the following fields
 - Designing
 - Production (time-study, cost-accounting, planning, progressing and scheduling)
 - Training
 - Machine shop
 - Tool room
 - Electrical measuring instrument
 - Forging and smithy
 - Welding
 - Foundry
 - Grinding and plating

Pattern making
Painting
Heat treatment
Material testing
Benchwork and assembly
Inspection and testing

(3) Administrative staff

Deputy director for administration and clerical staff
for administration, accounting, storing, etc.

Permanent employees including skilled and unskilled
workers

ANNEXURE V

PARTICULARS OF BUILDINGS TO BE CONSTRUCTED AT
HOWRAH FOR THE CENTRE

Buildings for the following shops, rooms and facilities:

(1) Machine shop consisting of:

- (a) Machining and assembly shop
- (b) Toolroom

(2) Electrical measuring instrument shops consisting of:

- (a) Machining room with parts and materials yard and incidental equipment room such as special power source room
- (b) Assembly and control room including winding and exercise room

(3) Forging and smithy shop

(4) Welding shop

(5) Ferrous and non-ferrous foundry for:

- (a) Melting
- (b) Moulding

- (c) Core-making
- (d) Finishing
- with pig-iron yard, sand yard and coke yard
- (6) Grinding, plating and painting shop
- (7) Wood-working shop consisting of:
 - (a) Pattern shop
 - (b) Pattern store
 - with timber yard
- (8) Heat treatment shop
- (9) Testing laboratory for:
 - (a) Chemical analysis
 - (b) Physical testin
 - (c) Sand testing
- (10) Basic training shop (practical)
- (11) Training rooms
- (12) Show room of products
- (13) Raw materials and finished goods store
- (14) Library
- (15) Administration buildings including drawing office
- (16) Hospital
- (17) Fire brigade
- (18) Canteen
- (19) Locker room, bath rooms and lavatories
- (20) Staff quarters
- (21) Trainees hostel
- (22) Substation

JAPANESE EMBASSY
INDIA
New Delhi, the 25th January, 1960.

Sir,

I have the honour to refer to the Agreement concerning the Establishment of Prototype Production and Training Centre for Small Scale Industries between the Government of Japan and the Government of India signed today and to confirm the following understanding reached between the representative of the two Governments concerning the articles referred to in Article III of the Agreement (hereinafter called "the articles"):

(1) The Government of Japan will take necessary measures to vest in the Government of India as a free gift, the ownership of the articles, when a legislation which will enable such transfer of ownership will come into force. Pending such transfer of ownership, the articles which are handed over to the Government of India shall be deemed to be made available to the Government of India without creating any financial obligation to the Government of India.

(2) The Government of India will utilize the articles exclusively for the purposes consistent with the objectives of the Centre.

I have further the honour to propose that the present note and your reply confirming the above understanding shall be regarded as constituting an agreement between the two Governments which shall come into force on the date of the exchange of notes and shall remain in force for the period of the Agreement concerning the Establishment of Prototype Production and Training Centre for Small Scale Industries between the Government of Japan and the Government of India.

Accept, Sir; the assurance of my high consideration.

SHIROSHI NASU
Ambassador of Japan
to the Republic of India.

Mr. L. K. Jha, I. C. S.,
Additional Secretary to the
Government of India, Ministry
of Commerce and Industry.
New Delhi.

GOVERNMENT OF INDIA
MINISTRY OF COMMERCE AND INDUSTRY
NEW DELHI, the 25th January, 1960.

Dear Mr. Ambassador,

I have the honour to acknowledge receipt of Your
Excellency's note of today's date, which reads as follows:

(Japanese Note)

I have further the honour to confirm the above under-
standing as stated in Your Excellency's note and to agree that
your note and the present reply shall be regarded as consti-
tuting an agreement between the two Governments which shall
come into force on the date of the exchange of notes and shall
remain in force for the period of the Agreement concerning the
Establishment of Prototype Production and Training Centre for
Small Scale Industries between the Government of Japan and the
Government of India.

Accept, Mr. Ambassador, the assurance of my high
consideration.

L. K. JHA
Additional Secretary
to the Government of India.

His Excellency
Mr. Shiroshi Nasu,
Ambassador of Japan
to the Republic of India.
New Delhi.

2. AGREEMENT BETWEEN THE GOVERNMENT
OF JAPAN AND THE GOVERNMENT OF
PAKISTAN FOR THE ESTABLISHMENT
OF AGRICULTURAL TRAINING CENTRE

(in English with Japanese translation)

Signed at Karachi, July 30, 1960
Entered into force, July 30, 1960

The Government of Japan and the Government of Pakistan, earnestly desiring to advance the economic and the technical cooperation between the two countries and thereby to strengthen further the friendly relations existing between the two countries, have agreed as follows:

ARTICLE I

There shall be established an Agricultural Training Centre (hereinafter called "the Centre") at Tejgaon, Dacca, East Pakistan, which shall execute for following functions:

- (a) Partical and theoretical training of the Thana Agricultural Officers as extension workers;
- (b) research and experiment with a view to improving agricultural techniques applicable in Pakistan.

ARTICLE II

(1) In accordance with laws and regulations in force in Japan, the Government of Japan shall take necessary measures to provide at their own expense the services of Japanese director and teaching and technical staff (hereinafter called "the Japanese staff") as listed in Annexure I. The provision of the services of the Japanese staff shall be made through the normal procedures under the Colombo Plan Technical Cooperation Scheme.

(2) The Japanese staff shall be granted in Pakistan privileges, exemptions and benefits admissible to experts provided under the Colombo Plan.

ARTICLE III

(1) In accordance with laws and regulations in force in Japan, the Government of Japan shall take necessary measures to provide at their own expense teaching aids, machinery, equipment, tools, spare parts and other materials required for the establishment and operation of the Centre as outlined in Annexure II.

(2) The articles referred to above shall become the property of the Government of Pakistan upon being delivered c. i. f. at the port of Chittagong to the Pakistan authorities concerned.

(3) These articles shall be utilized exclusively for the purposes of the Centre under the supervision of the Japanese director.

ARTICLE IV

The Government of Pakistan undertake to bear claims, if any arise, against the Japanese staff resulting from, occurring in the course of, or otherwise connected with the bona fide discharge of their functions in Pakistan covered by this Agreement.

ARTICLE V

(1) The Government of Pakistan undertake to provide at their own expense;

- (a) a Pakistani director and requisite Pakistani technical and administrative staff, as listed in Annexure III;
- (b) requisite buildings and farm as listed in Annexure IV as well as incidental facilities and land required thereof;
- (c) replacements of machinery, equipment and tools, and any other materials necessary for the operation of the Centre that are not provided by the Government of Japan.

(2) The Government of Pakistan undertake to meet;

- (a) customs duties, internal taxes and other similar charges, if any, imposed in Pakistan in respect of the articles referred to in Article III;
- (b) expenses necessary for the transportation of the articles referred to in Article III within Pakistan as well as for the installation, operation and maintenance thereof;
- (c) any other running expenses necessary for the operation of the Centre.

ARTICLE VI

The Japanese director shall be responsible for the technical matters pertaining to the functions of the Centre referred to in Article I, while the Pakistan director shall be responsible for the administrative matters pertaining to these functions of the Centre and shall in addition assist the Japanese director in such technical matters.

ARTICLE VII

There shall be mutual consultation between the two Governments for the purpose of advancing the objectives of the Centre and of successfully promoting Pakistani-Japanese cooperation in operating the Centre.

ARTICLE VIII

- (1) This Agreement shall enter into force on the date of its signature.
- (2) This Agreement shall remain in force for a period of three years from its entry into force and shall continue in force thereafter provided that it shall be terminated on the date of expiry of the above-mentioned three year period or thereafter if either Government have previously given to the other Government at least six months' written notice of their intention to terminate the Agreement.

Done in duplicate in English at Karachi on this 30th day of July, 1960.

For the Government of Japan: For the Government of Pakistan:
HISANAGA SHIMAZU S. A. SOBHAN

ANNEXURE I

LIST OF JAPANESE STAFF AT THE CENTRE

Director
Agronomist
Expert of soil and fertilizers
Expert of agricultural machinery
Expert of plant protection
Interpreter

ANNEXURE II

TEACHING AIDS, MACHINERY, EQUIPMENT,
TOOLS AND OTHER MATERIALS TO BE
PROVIDED FOR THE CENTRE

- (1) Agricultural machinery and implements
- (2) Machine tools for repair work
- (3) Testing and measuring instruments for agricultural machinery
- (4) Materials and instruments for harvest work
- (5) Vehicles
- (6) Tools and implements for laboratory work
- (7) Materials necessary for experimental work including chemical and fertilizers
- (8) Tools and implements for meteorological survey
- (9) Teaching aids including audio-visual aids

ANNEXURE III

LIST OF PAKISTANI STAFF AT THE CENTRE

- (1) Director

(2) Technical Staff

Associate teachers who will work with the Japanese staff in the following fields:

Agronomy

Soil and fertilizers

Agricultural machinery

Assistants to the Japanese staff

Fieldmen

(3) Administrative staff

Employees including typists, clerks, store keepers, watchmen and drivers

ANNEXURE IV

PARTICULARS OF BUILDINGS AND FARM TO
BE PROVIDED FOR THE CENTRE

1. Buildings for the following rooms and facilities:
 - (1) Class-room for lecture and exhibition
 - (2) Room for audio-visual training
 - (3) Office rooms
 - (4) Administration rooms
 - (5) Canteen
 - (6) Locker room, bath room and lavatories
 - (7) Staff quarters
 - (8) Trainees hostel
 - (9) Store house for seed, pesticides and fertilizes
 - (10) Store house for crops
 - (11) Shed for machinery

2. Farm of not less then 20 acres of area.

3. AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF THE KINGDOM OF
THAILAND CONCERNING THE ESTABLISHMENT
OF TELECOMMUNICATIONS TRAINING CENTRE

(in English with Japanese translation)

Signed at Bangkok, August 24, 1960
Entered into force August 24, 1960

The Government of Japan and the Government of the Kingdom of Thailand, earnestly desiring to advance the economic and technical cooperation between the two countries and thereby to strengthen further the friendly relations which traditionally exist between the two countries, have agreed as follows:

ARTICLE I

There shall be established a Telecommunications Training Centre (hereinafter called "the Centre") at Nondhaburi, the function of which shall be to render practical and theoretical training to junior engineers and technicians in the fields of installation, operation and maintenance of telecommunications facilities.

ARTICLE II

(1) In accordance with laws and regulations in force in Japan, the Government of Japan shall take necessary measures to provide at their own expense the services of a Japanese director and of requisite Japanese teaching and technical staff as listed in Annexure I in addition to those of technical experts required for the installation of machinery and equipment referred to in Article III. The provision of the services of the Japanese personnel referred to above (hereinafter called "the Japanese staff") shall be made through the normal procedures under the Colombo Plan Technical Cooperation Scheme unless otherwise agreed upon by the representatives of the two Governments.

(2) The Japanese staff shall be granted privileges, exemptions and benefits, as mentioned in Annexure II, and shall be granted privileges, exemptions and benefits no less

favourable than those granted to the experts of the third countries under similar circumstances.

(3) The Government of the Kingdom of Thailand shall, if necessary, grant residence permits to the Japanese staff and their families and labour permits to the Japanese staff.

ARTICLE III

(1) In accordance with laws and regulations in force in Japan, the Government of Japan shall take necessary measures to provide at their own expense teaching aids and materials, machinery, equipment, tools and spare parts required for the establishment of the Centre as outlined in Annexure III.

(2) The articles referred to above shall become the property of the Government of the Kingdom of Thailand upon being delivered c. i. f. at the port of Bangkok to the Thai authorities concerned.

(3) The Government of the Kingdom of Thailand shall utilize these articles exclusively for the purposes of the Centre.

ARTICLE IV

In accordance with laws and regulations in force in Japan, the Government of Japan shall take necessary measures to grant training awards for approximately six month's training in Japan to five to six Thai technicians who will be employed later as assistant instructors at the Centre. The grant of such training awards shall be made through the normal procedures under the Colombo Plan Technical Cooperation Scheme.

ARTICLE V

The Government of the Kingdom of Thailand undertake to bear claims, if any arise, against the Japanese staff resulting from, occurring in the course of, or otherwise connected with the bona fide discharge of their functions in Thailand covered by this Agreement.

ARTICLE VI

(1) The Government of the Kingdom of Thailand shall take necessary measures to provide at their own expense:

- (a) a Thai director and requisite Thai technical and administrative staff, as listed in Annexure IV;
 - (b) requisite buildings as listed in Annexure V as well as incidental facilities, furnishings and land required therefor;
 - (c) replacement of machinery, equipment and tools, and any other materials necessary for the operation of the Centre;
 - (d) suitable furnished accommodation and transportation for the Japanese staff.
- (2) The Government of the Kingdom of Thailand shall take necessary measures to meet;
- (a) customs duties, internal taxes and other similar charges, if any, imposed in Thailand in respect of the articles referred to in Article III;
 - (b) expenses necessary for the transportation of the articles referred to in Article III within Thailand as well as for the installation, operation and maintenance thereof;
 - (c) any other running expenses necessary for the operation of the Centre.

ARTICLE VII

- (1) The Japanese director shall be responsible for the technical matters pertaining to the function of the Centre referred to in Article I, while the Thai director shall assist the Japanese director in the technical matters and shall in addition be responsible for the administrative matters pertaining to the function of the Centre.
- (2) In carrying out the function of the Centre referred to in Article I, rules and regulations applicable in Thailand in the field of telecommunications will be strictly observed.

ARTICLE VIII

There shall be mutual consultation between the two Governments for the purpose of advancing the objectives of the Centre and of successfully promoting Thai-Japanese cooperation in operating the Centre.

ARTICLE IX

(1) This Agreement shall enter into force on the date of its signature.

(2) This Agreement shall remain in force for a period of three years from its entry into force and shall continue in force thereafter provided that it shall be terminated on the date of expiry of the above-mentioned three year period or thereafter if either Government have previously given to the other Government at least six months' written notice of their intention to terminate the Agreement.

Done in duplicate at Bangkok in English on this 24th day of August, 1960.

AKIRA OHYE
For the Government of Japan:

M.L. PIN MALAKUL
For the Government of the
Kingdom of Thailand:

ANNEXURE I

LIST OF JAPANESE STAFF AT THE CENTRE

Director
Instructor for telephone exchange
Instructor for telegraph
Instructor for wireless telecommunications
Instructor for carrier telephone
Instructor for outside plant
Instructor for microwave

ANNEXURE II

PRIVILEGES, EXEMPTION AND BENEFITS

The Government of the Kingdom of Thailand shall accord to the Japanese staff the following privileges, exemptions and benefits.

- (1) Exemption from Thai income-tax and any other charges as long as the Japanese staff draw their salaries from Japan.
- (2) Exemption from Thai import and export duties and any other charges in respect of reasonably necessary personal possessions, including one motor vehicle per family, which they may introduce into Thailand from Japan on the occasion of taking up assignment.

The Japanese staff will not be accorded any of the diplomatic privileges unless otherwise provided in this Agreement, including this Annexure.

ANNEXURE III

TEACHING AIDS AND MATERIALS, MACHINERY, EQUIPMENT AND TOOLS TO BE PROVIDED FOR THE CENTRE

- (1) Telephone exchange equipment
- (2) Telegraph equipment
- (3) Wireless telecommunication equipment
- (4) Carrier telephone equipment
- (5) Outside plant equipment
- (6) Microwave equipment
- (7) Measuring instruments and tools
- (8) Power plant equipment
- (9) Teaching aids and materials including text books in English

ANNEXURE IV

LIST OF THAI STAFF AT THE CENTRE

- (1) Director
- (2) Technical staff
Assistant instructors and technical assistants who will work with the Japanese staff in the following fields:

Telephone exchange
Telegraph
Wireless telecommunications
Carrier telephone
Outside plant
Microwave

- (3) Administrative staff
Permanent employees including typists, clerks, telephonists, watchmen and drivers

ANNEXURE V

PARTICULARS OF BUILDINGS TO BE PROVIDED
FOR THE CENTRE

Buildings for the following rooms and facilities:

- (1) Practical training rooms
Telephone exchange training room
Telegraph training room
Wireless telecommunications training room
Carrier telephone training room
Outside plant training room
Power plant room
Basic experiment room
- (2) Class rooms
Home rooms
Joint class rooms
- (3) Office-rooms
- (4) Administration rooms
- (5) Canteen
- (6) Locker room, bath room and lavatories
- (7) Staff quarters

- (8) Trainees hostel
- (9) Store house for spare parts and other materials
- (10) Garages

3-1 AGREED OFFICIAL MINUTES RELATING TO THE
AGREEMENT BETWEEN THE GOVERNMENT TO
JAPAN AND THE GOVERNMENT OF THE KINGDOM
OF THAILAND CONCERNING THE ESTABLISH-
MENT OF TELECOMMUNICATION TRAINING
CENTRE

1. Re Article II, paragraph (1):

"To provide at their own expense the services of" the Japanese staff shall be interpreted that in making available to the Government of the Kingdom of Thailand the services of the Japanese staff, the Government of Japan will pay the necessary expenditures including their salaries and transportation costs between the two countries, except as otherwise provided for in the Agreement.

Regarding the procedures for the provision of the services of the Japanese staff, it is understood that the services of such Japanese director and Japanese teaching and technical staff as listed in Annexure I shall be provided through the normal procedures under the Colombo Plan Technical Cooperation Scheme, whereas the procedures to be applied to the technical experts for the purpose of installation of machinery and equipment shall be agreed upon by the representatives of the two Government.

2. Re Article II, paragraph (3):

It is understood that the residence permits and the labour permits shall be granted only in so far as necessary for the work of the Centre.

3. Re Article III:

The motor vehicles which may be provided at the expense of the Government of Japan for the use of the Japanese staff may be made available for the use of the Centre. They shall not be deemed, however, to be provided under Article III.

4. Re Article V:

The term "bona fide discharge" refers to the act of commission or omission done in good faith and not wilfully.

It was understood that the omission of the Government of Japan from the provisions of Article V was not to be so

construed as to make the Government of Japan bear claims which might arise against the Government of Japan in Thailand. It was considered that there was no possibility of any arising from the Thai side against the Government of Japan since the obligation of the Government of Japan under the Agreement was specifically limited to

- (i) the provision of the requisite teaching aids and materials, machinery, equipment, tools and spare parts at the port of Bangkok,
- (ii) the provision of the requisite Japanese staff, and
- (iii) the grant of training awards to Thai technicians in Japan.

5. Re Article VI, paragraph (1), subparagraph (c):

The Government of the Kingdom of Thailand will provide as a rule all materials necessary for the operation of the Centre that are not provided by the Government of Japan at the time of the establishment of the Centre.

6. Re Article VI, paragraph (1), subparagraph (b):

The Japanese staff, will be free to choose the houses or rooms for their accommodation during their service at the Centre. Rent and accommodation charges in respect of such houses and rooms as well as the costs of water and electricity consumption therein will be borne by the Government of the Kingdom of Thailand within the amounts to be separately agreed upon by the two Governments. A telephone will be provided at the residence of the Japanese director at the expense of the Government of the Kingdom of Thailand. Pending the provision of such house or rooms, the Japanese staff shall be accommodated at first class hotels free of accommodation charge within the amounts referred to above.

The term "transportation" shall be interpreted to include costs of fueling, maintenance and repairing of motor vehicles which are referred to in paragraph 3 of this Minutes, as well as to include the provision of drivers required for such motor vehicles. It is understood that the provision of transportation will be made in so far as such motor vehicles are used for the purposes of the Centre.

7. Re Article VI, paragraph (2) subparagraph (c):

"Any other running expenses necessary for the operation of the Centre" include inter alia:

- (a) expenses for official correspondence by the Japanese staff including that from Thailand to Japan;
- (b) expenses for such official travels of the Japanese staff within Thailand as agreed upon by both directors.

Bangkok, 24th August, 1960.

AKIRA OHYE

M.L. PIN MALAKUL

3-2 EXCHANGE OF NOTES AMENDING THE AGREEMENT
BETWEEN THE GOVERNMENT OF JAPAN AND THE
GOVERNMENT OF THE KINGDOM OF THAILAND
CONCERNING THE ESTABLISHMENT OF TELE-
COMMUNICATIONS TRAINING CENTRE

Effected at Bangkok, January 30, 1964
Entered into force, January 30, 1964

(Japanese Note)

January 30, 1964

Excellency,

I have the honour to refer to the recent discussions held at Bangkok between the representatives of the two Governments with a view to introducing an additional curriculum at the Telecommunications Training Centre established under the Agreement between the Government of Japan and the Government of the Kingdom of Thailand concerning the Establishment of Telecommunications Training Centre signed at Bangkok on August 24, 1960. For the purpose of the implementation of the new curriculum, which comprises television and radio broadcasting courses, I have the honour to propose, on behalf of my Government, that the following amendments to made in respect of the aforementioned Agreement:

1. Paragraph (2) of Article IX shall be deleted and replaced by the following:

"(2) This Agreement shall remain in force until 23rd of August, 1965, and may be extended by mutual agreement for a further specified period."

2. Annexure I, III, IV and V shall respectively be amended by inserting:

(i) "Instructor for television and radio broadcasting" after "Instructor for microwave" in Annexure I;

- (ii) "(7) Television and radio broadcasting equipment" in Annexure III (accordingly the present items "(7), (8) and (9)" shall become "(8), (9) and (10)" respectively);
- (iii) "Television and radio broadcasting" after "Microwave" in Annexure IV (2); and
- (iv) "Television and radio broadcasting rooms" after "Outside plant training room" Annexure V (1).

If the proposals mentioned above are acceptable to the Government of the Kingdom of Thailand, I have further the honour to suggest that the present Note and Your Excellency's reply accepting these proposals on behalf of your Government should be regarded as constituting an agreement between the two Government to amend the aforementioned Agreement effective as from the date of Your Excellency's reply.

I avail myself this opportunity to renew to Your Excellency the assurances of my highest consideration.

Hisanaga Shimadzu
Ambassador

His Excellency
Mr. M. L. Pin Malakul
Minister of Education,
Bangkok

(Thai Note)

January 30, 1964

Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note of today's date which reads as follows:

(Japanese Note)

I have further the honour to inform Your Excellency, on behalf of my Government, that the proposals contained in

Your Excellency's Note are acceptable to my Government, and to agree that Your Excellency's Note and this reply should be regarded as constituting an agreement between the two Government to amend that aforementioned Agreement effective as from this date.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

M. L. Pin Malakul
Minister of Education

His Excellency
Mr. Hisanaga Shimadzu
Ambassador Extraordinary and Plenipotentiary
of Japan, Bangkok.

4. AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE IMPERIAL GOVERNMENT OF IRAN
CONCERNING THE ESTABLISHMENT OF
TRAINING CENTRE FOR SMALL SCALE
INDUSTRIES

(in English with Japanese translation)

Signed at Teheran, September 12, 1960
Entered into force, September 12, 1960

The Government of Japan and the Imperial Government of Iran, in implementation of the provisions of the Agreement on Economic and Technical Cooperation between Iran and Japan, signed on December 9, 1958, and desiring to strengthen further the friendly relations which traditionally exist between the two countries, have agreed as follows:

ARTICLE I

There shall be established a Training Centre for Small Scale Industries (hereinafter called "the Centre") at Karadj, which shall execute the following functions:

- (a) Practical and theoretical training of workers and technicians for small scale industrial units;
- (b) Research and experiment with a view to improving industrial technique applicable to Iran.

ARTICLE II

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense the services of a Japanese director and requisite Japanese teaching and technical staff as listed in Annexure I.

(2) The Japanese director and teaching and technical staff shall be granted privileges, exemptions and benefits, as mentioned in Annexure II, and shall be granted privileges, exemptions and benefits no less favourable than those granted to the experts of the third countries under similar circumstances.

ARTICLE III

- (1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to make available at their own expense teaching aids, machinery, equipment, tools and spare parts required for the establishment of the departments at the Centre as listed in Annexure III.
- (2) The articles referred to above shall become the property of the Imperial Government of Iran upon being delivered c.i.f. at Khorramshahr or Bandar Shahpur to the Iranian authorities concerned.
- (3) These articles shall be utilized exclusively for the purposes of the Centre under the supervision of the Japanese director.

ARTICLE IV

The Imperial Government of Iran undertake to bear claims, if any arise, against the Japanese director and teaching and technical staff resulting from, occurring in the course of, or otherwise connected with the bona fide discharge of their functions in Iran covered by this Agreement.

ARTICLE V

- (1) The Imperial Government of Iran undertake to provide at their own expense;
 - (a) An Iranian director and requisite Iranian technical and administrative staff, as listed in Annexure IV;
 - (b) requisite buildings as listed in Annexure V as well as land and incidental facilities required therefor;
 - (c) raw materials, replacements of machinery, equipment and tools, and any other materials necessary for the operation of the Centre that are not provided by the Government of Japan;
 - (d) suitable furnished accommodation and transportation facilities for the Japanese director and teaching and technical staff.
- (2) The Imperial Government of Iran undertake to meet;

- (a) customs duties, internal taxes and other similar charges, if any, imposed in Iran in respect of the articles referred to in Article III;
- (b) expenses necessary for the transportation of the articles referred to in Article III within Iran as well as for the installation, operation and maintenance thereof
- (c) any other running expenses necessary for the operation of the Centre.

ARTICLE VI

The Japanese director shall be responsible for the technical matters pertaining to the functions of the Centre referred to in Article I, while the Iranian director shall be responsible for the administrative matters pertaining to those functions of the Centre and shall in addition assist the Japanese director in such technical matters.

ARTICLE VII

There shall be mutual consultation between the two Governments for the purpose of advancing the objectives of the Centre and of successfully promoting Iranian-Japanese cooperation in operating the Centre.

ARTICLE VIII

- (1) This Agreement shall enter into force on the date of its signature.
- (2) This Agreement shall remain in force for period of three years from its entry into force and shall continue in force thereafter provided that it shall be terminated on the date of expiry of the above-mentioned three year period or thereafter if either Government have previously given to the other Government at least six months' written notice of their intention to terminate the Agreement.

Done in duplicate at Teheran in English on this day of September 12, 1960.

For the Government of Japan:

Yo Kamikawa

For The Imperial Government
or Iran:

Dr. Taher Ziai

ANNEXURE I

LIST OF JAPANESE STAFF AT THE CENTRE

Director

Coordinator

Instructors in the fields of:

Machining shop,
Finishing and assembling shop,
Sheet metal working shop,
Welding shop,
Foundry shop,
Forging and smithly shop,
Pattern shop,
Plastics moulding shop, and
Plastic pipe working shop.

ANNEXURE II

PRIVILEGES, EXEMPTIONS AND BENEFITS

The Imperial Government of Iran shall accord to the Japanese director and teaching and technical staff the following privileges, exemptions and benefits:

- (1) Exemption from payment of Iranian income-tax
- (2) Duty-free concessions available under the normal baggage rules
- (3) Duty-free import of the following article:
 - (a) one personal automobile or motor cycle;
 - (b) professional equipment and gadgets;
on condition that these articles shall be exported back when the Japanese director and teaching and technical staff leave Iran on completion of their assignment, and that any of these articles can be disposed of in Iran only with the prior permission of the Imperial Government of Iran and that, in such cases customs duty at the rates leviable shall

be paid by the Japanese director and teaching and technical staff concerned.

- (4) Free medical care not including hospitalization.

ANNEXURE III

LIST OF DEPARTMENT AT THE CENTRE

- (1) Machining shop
- (2) Finishing and assembling shop
- (3) Sheet metal working shop
- (4) Welding shop
- (5) Tool room
- (6) Foundry shop
- (7) Forging and smithly shop
- (8) Pattern shop
- (9) Plastics moulding shop
- (10) Plastic pipe working shop
- (11) Testing laboratory for plastics

ANNEXURE IV

LIST OF IRANIAN STAFF AT THE CENTRE

- (1) Director
- (2) Technical staff

Iranian counter-parts for the Japanese specialist in the following fields:

Machining shop
Finishing and assembling shop
Sheet metal working shop
Welding shop
Tool room
Foundry shop

Forging and smithly shop
Pattern shop
Plastics moulding shop
Plastic pipe working shop
Testing laboratory for plastics

(3) Administrative staff

Deputy director for administration and clerical staff
for administration, accounting, storing, etc.
Permanent employees including skilled and unskilled
workers.

ANNEXURE V

PARTICULARS OF BUILDING TO BE PROVIDED AT
KARADJ FOR THE CENTRE

Building for the following shops, rooms and facilities:

- (1) Machine shop consisting of:
 - (a) Machining shop
 - (b) Finishing and assembling shop (including repairing shop)
 - (c) Tool room and tool crib
- (2) Sheet metal working shop consisting of:
 - (a) Shearing, punching and pressing shop
 - (b) Tool crib
- (3) Welding shop consisting of:
 - (a) Spot welding, and acetylene gas welding shop
 - (b) Tool crib
- (4) Foundry shop consisting of:
 - (a) Melting shop
 - (b) Moulding shop
 - (c) Core-making shop
with pig-iron yard, sand yard, and coke yard

- (5) Forging shop consisting of:
 - (a) Smithyl shop
 - (b) Heat treatment shop
 - (c) Tool crib

- (6) Pattern shop consisting of:
 - (a) Pattern shop consisting of:
 - (b) Pattern store with timber yard
 - (c) Tool crib

- (7) Plastics moulding shop consisting of:
 - (a) Injection moulding and vacuum forming and extrusion shop
 - (b) Plastic pipe working shop
 - (c) Testing laboratory for plastics
 - (d) Tool crib

4-1 MEMORANDUM

Concerning discussion between Japanese Survey Mission Chief, Mr. M. Miyamoto, Chief, Experts Assignment Section, Overseas Technical Cooperation Agency of Japan (hereinafter referred to as "the Mission Chief") and the competent officials of the Ministry of Labour and Social Affairs of Iran (hereinafter referred to as "the officials") regarding the establishment of a new section at the Vocational Training Center of the said Ministry at Karaj.

Part I

After exchange of views and discussions with the Officials, the Mission Chief assured the Officials of the following points:

1. Japanese side is ready to cooperate, under the technical cooperation programme of the Government of Japan, in the setting up of a new section for the repair and maintenance of agricultural machinery at the Karaj Vocational Training Center. (hereinafter referred to as "the Section")

2. The training in the section will be given in the theory and practice of assembling and disassembling and in the art of repair, practical operation and handling of agricultural machinery and equipment.

3. In accordance with laws and regulations in force in Japan as well as under the Colombo plan scheme, Japanese side will take necessary measures:

- a) To provide at its own expense the service of an expert.
- b) To provide at its own expense machinery, equipment and tools as listed in the Annex.
- c) To grant training in Japan to Iranian Counterpart personnel of the section.

4. The articles referred to in Para. 3 b) shall become the property of the Imperial Iranian Government upon being delivered c.i.f., at the port of disembarkation to the Ministry of Labour and Social Affairs of Iran.

During the service of the Japanese expert (referred to in para. 3 a) at the Karaj vocational Training Center the said articles shall be utilized exclusively for the purpose of the training under the technical guidance of the said expert, and later, also, the said articles shall be utilized, exclusively, for the training purposes of the Section.

5. The period in which the services of the Japanese expert referred to in para. 3 a) are provided will not exceed two years. This period may, however, be extended for a further specified period by mutual agreement between the two parties.

Part II

The Officials thanking the Japanese side for this collaboration, assured the Mission Chief of the following points:

1. The Japanese expert and his family shall be granted in Iran the following privileges exemptions and benefits:
 - (1) Exemption from payment of Iranian income-tax
 - (2) Duty-free concessions available under the normal baggage rules
 - (3) Duty-free import of the following articles:
 - (a) one personal automobile or motor cycle:
 - (b) professional equipment and gadgets on condition that those articles shall be exported back when the Japanese expert leave Iran on completion of his assignment, and that any of these articles can be disposed of in Iran only with the prior permission of the Imperial Government of Iran and that, in such cases customs duty at the rates leviable shall be paid by the Japanese expert concerned.
 - (4) Free medical care not including hospitalization.
 - (5) Suitable furnished accommodation and transportation facilities for the Japanese expert.

2. The Iranian side will take necessary measures to provide at its own expense:

a) Iranian technical counterpart.

b) Workshops and classroom and facilities needed for the training purposes of the Section.

c) Farming fields including paddy fields for practical operation of agricultural machinery and equipment referred to in para. 1 b) of the part I.

d) Supply or replacement when necessary, of such equipment, machinery etc. indispensable for operating the Section.

3. The Iranian side will take necessary measures for custom clearance of the machinery and equipment and tools referred to in para. 3 b)

4. Expenses related to the transport of the machinery and equipment referred to in para. 3 b) of the part I (from the port of disembarkation to Karaj) will be borne by the Iranian side.

5. The Iranian side will bear the expenses necessary for the installation, operation and maintenance of the machinery and equipment referred to in para. 3 b) of the part I. as well as all necessary running expenses of the section.

6. The Iranian side shall take necessary measures for the administration pertaining to the operation of the Section and the Japanese expert shall give technical guidance pertaining to the operation of the Section.

Teheran, December 30, 1969.

Sgd.

M. Higaki,
Deputy Head,
Technical Cooperation
Division, Economic
Co-Operation Bureau,
Ministry of Foreign
Affairs.

for
M. Miyamoti,
Japanese
Survey
Mission

Sgd.

A.M.K. Kary,
Director General,
International
Relations Department,
the Ministry of
Labour and Social
Affairs, Iran.

Sgd.

K. Ansari,
Director General,
Productivity Department,
the Ministry of Labour
and Social Affairs, Iran.

ANNEX

Machinery, Equipment and Tools

1. Agricultural Machinery
 - 1) power tillers
 - 2) binders and combines
 - 3) engines
 - 4) threshers
 - 5) pumps
 - 6) others
2. Implements and attachments for agricultural machinery
 - 1) potato diggers
 - 2) multi purpose seeders
 - 3) muddy field sheels
 - 4) trailers
 - 5) crushing wheels
 - 6) others
3. Machine tools and equipment
 - 1) bench bording machine
 - 2) electrical drill
 - 3) bench grinder
 - 4) gas welder
 - 5) arc welder
 - 6) lathe

7) surface plate

8) tool cabinet

9) others

4. Tools

The above articles are subject to change by review in Japan and the origin of the articles in Japanese. The capacity of engines for agricultural machinery is below 50 ps.

4-2 RECORD OF DISCUSSION THE JAPANESE
IMPLEMENTATION SURVEY MISSION AND
THE AUTHORITIES CONCERNED OF THE
IMPERIAL GOVERNMENT OF IRAN

Upon request by the Imperial Government of Iran made with the Government of Japan, the Japanese Implementation Survey Mission organized by the Overseas Technical Cooperation Agency of Japan and headed by Mr. M. Miyamoto, visited Iran from _____ August to September 1969, exchanged views on and discussed matters concerning the training of Iranian technicians/workers for the repair and maintenance of agricultural machinery and equipment with the Iranian authorities concerned, and consequently the Japanese Mission and the Iranian authorities concerned, promising mutual cooperation for the implementation of the technical cooperation in the field of the repair and maintenance of agricultural machinery and equipment have reached the understanding through series of surveys and discussion as recorded hereunder.

The Record of Discussion shall not be binding legally either on the Government of Japan or on the Imperial Government of Iran, as the two Governments will review the Record of Discussion, and upon such review, will decide on the scope and method of implementing technical cooperation in the said field.

1. The two Governments shall cooperate with each other in implementing the following.

(1) A repair and maintenance section of agricultural machinery/equipment shall be established at the Vocational Training Center at Karadj, under the Ministry of Labor and Social Affairs, the Imperial Government of Iran. (hereinafter referred to as the "section")

(2) The section shall train Iranian technicians and workers theoretically and practically in assembling and disassembling, repair of agricultural machinery and equipment, practical operation, and handling of agricultural machinery and equipment in a farm attached to the section.

2. In accordance with laws and regulations in force in Japan, the Government of Japan shall take necessary measures to provide at their own expense, the service of one (1) expert through the normal procedures under the Colombo Plan Technical Cooperation Scheme.
3. In accordance with laws and regulations in force in Japan, the Government of Japan shall take necessary measures to provide at their own expense, machinery, equipment and tools as listed in the annexed paper through the normal procedures under the Colombo Plan Technical Cooperation Scheme.
4. In accordance with laws and regulations in force in Japan, the Government of Japan shall take necessary measures to grant training in Japan to Iranian counterparts of the section through the normal procedures under the Colombo Plan Technical Cooperation Scheme.
5. The articles referred to in the annexed paper shall become the property of the Imperial Government of Iran upon being delivered c.i.f., at the port of disembarkation to the Iranian authorities concerned. The articles shall be utilized exclusively for the purpose of the project under the technical guidance of the Japanese expert.
6. The imperial Government of Iran shall take necessary measures to provide at their own expense.
 - (1) Iranian technical counterparts and administrative staff
 - (2) Workshop and class room as well as incidental facilities
 - (3) Farming field including paddy field for practical operation of agricultural machinery and equipment
 - (4) Supply or replacement of equipment and machinery necessary for the implementation of the project.
 - (5) Means of transportation in Iran for the machinery and equipment provided by the Government of Japan.

7. The Government of Iran shall bear the expense necessary for the installation, operation and maintenance of the machinery and equipment as well as all necessary running expenses for the implementation of the project.
8. The Iranian authorities shall be responsible for operation and administrative matters pertaining to the function of the project, while the Japanese expert shall closely cooperate with the authorities and give technical guidance pertaining to the implementation of the project.
9. The period of the Japanese cooperation in the implementation of the project will be for two years. The above period may, however, be extended for a further specified period by mutual agreement of the two parties concerned.
10. The expert and his family shall be granted in Iran privileges, exemptions and benefits no less favorable than those granted to experts of the international organizations such as the United Nations serving in Iran under similar circumstances.

Teheran, September, 1969

(Signed)

M. Miyamoto

(Signed)

Iran

Annexed paper

Machinery, Equipment and Tools

1. Agricultural machinery
 - 1) power tillers
 - 2) binders & combines
 - 3) engines
 - 4) threshers
 - 5) pumps
 - 6) others
2. Implements and attachments for agricultural machinery
 - 1) potato diggers
 - 2) multi purpose seeders
 - 3) muddy field wheels
 - 4) trailers
 - 5) crushing wheels
 - 6) others
3. Machine tools and equipment
 - 1) bench boring machine
 - 2) electrical drill
 - 3) bench grinder
 - 4) gas welder
 - 5) arc welder
 - 6) lathe
 - 7) surface plate
 - 8) tool cabinet
 - 9) others

4. Tools

The above articles are subject to change by review in Japan and the origin of the articles is Japanese. The capacity of engines for agricultural machinery is below 50 ps.

5. AGREEMENT BETWEEN THE GOVERNMENT OF
JAPAN AND THE ROYAL GOVERNMENT OF
AFGHANISTAN CONCERNING THE ESTABLISH-
MENT OF TRAINING CENTRE FOR SMALL
SCALE INDUSTRIES

(in English with Japanese translation)

Signed at Kabul, March 15, 1961
Entered into force, March 15, 1961

The Government of Japan and the Royal Government of Afghanistan, earnestly desiring to advance the economic and technical cooperation between the two countries and thereby to strengthen further the friendly relations which traditionally exist between the two countries, have agreed as follows:

ARTICLE I

There shall be established a Training Centre for Small Scale Industries (hereinafter called "the Thaining Centre") at Kabul' which shall execute the following functions:

- (a) practical and theoretical training of workers and technicians for small scale industrial units;
- (b) research and experiment with a view to improving industrial technique applicable in Afghanistan.

ARTICLE II

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense the services of a Japanese director and of requisite Japanese teaching and technical staff (hereinafter called "the Japanese staff") as listed in Annexure I.

(2) The Japanese staff shall be granted privileges, exemptions and benefits, as mentioned in Annexure II, and shall be granted privileges, exemptions and benefits no less favourable than those granted to experts of the third countries under similar circumstances.

ARTICLE III

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense teaching aids, machinery, equipment, tools and spare parts required for the establishment of the departments at the Training Centre as listed in Annexure III.

(2) The articles referred to above shall become the property of the Royal Government of Afghanistan upon being delivered c.i.f. at Torkham to the Afghan authorities concerned.

(3) These articles shall be utilized exclusively for the purpose of the Training Centre under the supervision of the Japanese and the Afghan directors.

ARTICLE IV

The Royal Government of Afghanistan undertake to bear claims, if any arise, against the Japanese staff resulting from, occurring in the course of, or otherwise connected with the bona fide discharge of their functions in Afghanistan covered by this Agreement.

ARTICLE V

(1) The Royal Government of Afghanistan undertake to provide at their own expense;

- (a) an Afghan director and requisite Afghan technical and administrative staff, as listed in Annexure IV;
- (b) requisite buildings as listed in Annexure V as well as land and incidental facilities required therefor;
- (c) raw materials, replacements of machinery, equipment and tools, and any other materials necessary for the operation of the Training Centre that are not provided by the Government of Japan;
- (d) suitable furnished accommodation and transportation facilities for the Japanese staff.

- (2) The Royal Government of Afghanistan undertake to meet;
- (a) customs duties, internal taxes and other similar charges, if any, imposed in Afghanistan in respect of the articles referred to in Article III;
 - (b) expenses necessary for the transportation of the articles referred to in Article III within Afghanistan as well as for the installation, operation and maintenance thereof;
 - (c) any other running expenses necessary for the operation of the Training Centre.

ARTICLE VI

The Japanese director shall be responsible for the technical matters pertaining to the functions of the Training Centre referred to in Article I, while the Afghan director shall be responsible for the administrative matters pertaining to these functions of the Training Centre and shall in addition assist the Japanese director in such technical matters.

ARTICLE VII

There shall be mutual consultation between the two Governments for the purpose of advancing the objectives of the Training Centre and of successfully promoting Afghan-Japanese cooperation in operating the Training Centre.

ARTICLE VIII

- (1) This Agreement shall enter into force on the date of its signature.
- (2) This Agreement shall remain in force for a period of three years from its entry into force and shall continue in force thereafter provided that it shall be terminated on the date of expiry of the above-mentioned three year period or thereafter if either Government have previously given to the other Government at least six months' written notice of their intention to terminate the Agreement.

Done in duplicate in English at Kabul on this day of this 15th day of March, 1961.

For the Government of Japan:	For the Royal Government of Afghanistan:
Kenji Nakauchi	Dr. M. Yusof
The Ambassador Extraordinary and Plenipotentiary of Japan	The Minister of Mines & Industries Royal Government of Afghanistan

ANNEXURE I

LIST OF JAPANESE STAFF AT THE TRAINING CENTRE

Director

Coordinator

Instructors in the following fields:

Glassware Shop

Plastics Moulding Shop

Bicycle Assembling Shop

ANNEXURE II

PRIVILEGES, EXEMPTIONS AND BENEFITS

The Royal Government of Afghanistan shall accord to the Japanese staff the following privileges, exemptions and benefits:

- (1) Exemption from payment of Afghan income-tax
- (2) Duty-free concessions available under the normal baggage rules
- (3) Duty-free import of the following articles:
 - (a) one personal automobile or motor cycle;
 - (b) one refrigerator and/or home freezer;
 - (c) one radio or radio-gramophone;
 - (d) minor electrical appliances and accessories;

- (e) air-conditioner;
- (f) professional equipment and gadgets;

on condition that these articles shall be exported back when the Japanese staff leave Afghanistan on completion of their assignment, and that any of these articles can be disposed of in Afganistan only with the prior permission of the Royal Government of Afghanistan, and that, in such cases customs duty at the rates leviabile shall be paid by the Japanese staff concerned.

- (4) Free medical care in Afghanistan

ANNEXURE III

LIST OF DEPARTMENTS AT THE TRAINING CENTRE

- (1) Glassware Shop
- (2) Plastics Moulding Shop
- (3) Bicycle Assembling Shop

ANNEXURE IV

LIST OF AFGHAN STAFF AT THE TRAINING CENTRE

- (1) Director
- (2) Technical staff .

Afghan counterparts for the Japanese specialists in in the following fields:

- Glassware shop
- Plastics moulding shop
- Bicycle assembling shop

- (3) Administrative staff

Clerical staff for administration, accounting, storing, etc. Permanent employees including skilled and unskilled workers.

ANNEXURE V
PARTICULARS OF BUILDING TO BE CONSTRUCTED AT KABUL
FOR THE TRAINING CENTRE

Buildings for the following shops, rooms and facilities:

- (1) Glassware shop consisting of:
 - (a) Glass moulding shop
 - (b) Chemical laboratory for glass
 - (c) Refractory technology laboratory
 - (d) Testing laboratory for glass
 - (e) Tool crib
- (2) Bicycle assembling shop consisting of:
 - (a) Finishing and assembling shop
 - (b) Repairing shop
 - (c) Painting and drying shop
 - (d) Testing laboratory
 - (e) Tool crib
- (3) Plastics moulding shop consisting of:
 - (a) Injection moulding and extrusion shop
 - (b) Testing laboratory for plastics
 - (c) Tool crib
- (4) Business office
- (5) Information office
- (6) Meeting room
- (7) Show room
- (8) Store room
- (9) Locker room, bath rooms and lavatories
- (10) Staff quarters
- (11) Trainees hostel
- (12) Garage
- (13) Guard house

6. AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF CEYLON FOR THE
ESTABLISHMENT OF FISHERIES TRAINING
CENTRE

(in English with Japanese translation)

Signed at Colombo, March 20, 1961
Entered into force, March 20, 1961

The Government of Japan and the Government of Ceylon, earnestly desiring to advance the economic and technical co-operation between the two countries and thereby to strengthen further the friendly relations existing between the two countries, have agreed as follows:-

ARTICLE I

(1) The two Governments shall co-operate with each other in the establishment of a Fisheries Training Centre (herein after called "the Centre") which shall have the following functions:-

- (a) practical and theoretical training of fishermen and repair mechanics:
- (b) research and experiment with a view to improving fisheries techniques applicable in Ceylon and its surrounding sea.

(2) Training, research and experiment shall be conducted at the Centre at Negombo, Ceylon and on the training boats.

(3) Research and experiment shall be carried out within the financial capacity of the Centre.

ARTICLE II

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense the services of Japanese principal and teaching and technical staff (hereinafter called "the Japanese staff") as listed in Annex I, the number of the Japanese staff being subject to agreement between the two Governments.

(2) The Japanese staff shall be granted privileges, exemptions and benefits, as mentioned in Annex II, and shall be granted privileges, exemptions and benefits no less favourable than those granted to the experts of the third countries under similar circumstances.

ARTICLE III

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense a training boat, teaching aids, engines, equipment, tools and other materials required for the establishment and operation of the Centre as outlined in Annex III.

(2) The articles referred to above shall become the property of the Government of Ceylon upon being delivered c.i.f. at the port of Colombo to the Ceylon authorities concerned.

(3) These articles shall be utilized exclusively for the purposes of the Centre under the supervision of the Japanese Principal.

ARTICLE IV

The Government of Ceylon undertakes to bear any claims to which the Japanese staff may become legally liable with respect to:

- (a) injury to or death of any person, other than a member of the Japanese staff, resulting from, or occurring in the course of, the work to which this agreement is related;
- (b) damage to property resulting from, or occurring in the course of, the work to which this agreement is related

Provided that this undertaking will not cover any liability of such Japanese staff in consequence of any criminal or fraudulent act.

ARTICLE V

(1) The Government of Ceylon undertakes to provide at their own expense;

- (a) a Ceylon Principal and requisite Ceylon technical and administrative staff, as listed in Annex IV;
 - (b) requisite buildings and port facilities as listed in Annex V as well as incidental facilities and land required therefor;
 - (c) hull of training boat (excluding engine and equipment) (d) replacement of training boats, machinery, equipment and any other materials necessary for the operation of the Centre that are not provided by the Government of Japan.
- (2) The Government of Ceylon undertakes to meet;
- (a) customs duties; internal taxes and other similar charges, if any, imposed in Ceylon in respect of the articles referred to in Article III;
 - (b) expenses necessary for the transportation of the articles referred to in Article III within Ceylon as well as for the installation, operation and maintenance thereof;
 - (c) any other running expenses necessary for the operation of the Centre.
- (3) The Government of Ceylon will grant to the Japanese staff the same allowances and benefits for living and transport as are granted to experts serving in Ceylon under the Colombo plan and which are more particularly described in Annex. VI.

ARTICLE VI

The Japanese Principal shall be responsible for the technical matters pertaining to the functions of the Centre, including the operation of the training boats, referred to in Article I, while the Ceylon Principal shall be responsible for the administrative matters pertaining to these functions of the Centre and shall in addition assist and understudy the Japanese Principal in technical matters.

ARTICLE VII

There shall be mutual consultation between the two Governments for the purpose of advancing the objectives of the Centre and of successfully promoting Ceylon-Japanese cooperation in operating the Centre.

ARTICLE VIII

(1) This Agreement shall enter into force on the date of its signature.

(2) This Agreement shall remain in force a period of three years and shall continue in force thereafter provided that it shall be terminated on the date of expiry of the above-mentioned three year period or thereafter if either Government have previously given to the other Government at least six months' written notice of their intention to terminate the Agreement.

Done in duplicate in English at Colombo on this twentieth day of March, 1961.

Yasusuke Katsuno	C. P. de Silva
For the Government of Japan	For the Government of Ceylon

ANNEX I

LIST OF JAPANESE STAFF AT THE CENTRE

Principal
Fishing experts
Engineering experts
Co-ordinator

ANNEX II

PRIVILEGES EXEMPTIONS AND BENEFITS

The Government of Ceylon shall accord to the Japanese staff the following privileges, exemptions and benefits:-

- (1) Exemption from payment of Ceylon income-tax;
- (2) Duty free admission of the bona fide personal and household effects of the Japanese staff and their families, provided-
 - (a) that these effects are brought within six months of the individual's first arrival in Ceylon;

- (b) that these effects, other than those entitled to free entry under the ordinary baggage rules are liable to payment of duties etc., if they are sold or otherwise disposed of in Ceylon.
- (3) Free hospital and medical facilities applicable to experts serving in Ceylon under the Colombo Plan

ANNEX III

TRAINING BOAT, TEACHING AIDS, ENGINES, EQUIPMENT, TOOLS AND OTHER MATERIALS TO BE PROVIDED FOR THE CENTRE

- (1) A training boat
- (2) Fishing gear and tackle
- (3) Fishing appliances
- (4) Engine of a training boat
- (5) Equipment for a training boat
- (6) Marine engines
- (7) Equipment for training in engine operation and maintenance
- (8) Equipment for training repair mechanics

ANNEX IV

LIST OF CEYLON STAFF AT THE CENTRE

- (1) Principal
- (2) Technical staff
 - Associate teachers who will work with the Japanese staff in the fields of fishing and engineering
 - Assistants to the Japanese staff
- (3) Administrative staff
 - Employees such as typists, clerks, store keepers, watchmen, drivers and labourers, etc.
- (4) Boat crew

ANNEX V
PARTICULARS OF BUILDINGS AND PORT FACILITIES TO
PROVIDED FOR THE CENTRE

1. Buildings for the following rooms and facilities:
 - (1) Living accommodation for trainees
 - (2) Office accommodation for staff
 - (3) Lecture hall and practical training room for gear
 - (4) Lecture hall and practical training room for engine
 - (5) Office accommodation
 - (6) Storage accommodation for spare parts and other materials
 - (7) Garage
2. Port facilities:
 - (1) Mooring place
 - (2) Boat landing place
 - (3) Net drying place

ANNEX VI

The Government of Ceylon will pay the Japanese staff living allowance, transport allowance for duty outside the headquarters station, Negombo at rates applicable to experts serving in Ceylon under the Colombo Plan, namely:

- (a) A living allowance of Rs. 21/-per diem will be paid to each member of the Japanese staff; if suitable furnished accommodation is provided, the economic rental value of this accommodation will be deducted from this allowance.
- (b) First class rail travel facilities will be provided when needed for official duties. Air travel facilities will also be available for journeys to Jaffna and Trincomalee.
A commuted travelling allowance of Rs. 100/- per mensem will be paid to each member of the Japanese staff who possesses a car of his own.

When such a car is used for official travelling outside the headquarters station, mileage at -/25 cents per mile will be paid for short journeys to points accessible by rail.

If any member does not possess his own transport, he will be provided the necessary transport or will be reimbursed the fare for journeys performed in accordance with the financial regulations of the Government of Ceylon.

Travelling not covered by any of the above provisions will be subject to the provisions of the financial regulations of the Government of Ceylon.

- (c) A subsistence of Rs. 15- per diem will be paid to each member of the Japanese staff in respect of any period exceeding 12 hours spent by him away from the headquarters station. This subsistence allowance will not be payable in respect of periods spent at sea in the normal course of the functions of the Centre.

7-1 AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF THE KINGDOM OF
THAILAND CONCERNING THE ESTABLISHMENT
OF VIRUS RESEARCH INSTITUTE

Signed at Bangkok, November 25, 1961
Entered into force, November 25, 1961

The Government of Japan and the Government of the Kingdom of Thailand, earnestly desiring to advance the economic and technical cooperation between the two countries and thereby to strengthen further the friendly relations which traditionally exist between the two countries, have agreed as follows:

ARTICLE I

There shall be established a Virus Research Institute (hereinafter called "the Institute") at Department of Medical Science, Ministry of Public Health, Bangkok, which shall execute the following functions:

- (a) survey of viral diseases in Thailand;
- (b) laboratory-diagnosis of viral diseases;
- (c) test production of vaccine against known viral diseases;
- (d) practical and theoretical training of Thai medical and technical staff in virus works;
- (e) other necessary research.

ARTICLE II

(1) In accordance with laws and regulations in force in Japan, the Government of Japan shall take necessary measures to provide at their own expense the services of requisite Japanese teaching and technical staff (hereinafter called "the Japanese staff") as listed in Annexure I. The provision of the services of Japanese staff shall be made through the normal procedures under the Colombo Plan Technical Cooperation Scheme.

(2) The Japanese staff shall be granted privileges, exemptions and benefits, including those mentioned in Annexure II,

which shall be no less favorable than those granted to the experts of the third countries under similar circumstances.

(3) The Government of the Kingdom of Thailand shall, if necessary, grant residence permits to the Japanese staff and their families and labour permits to the Japanese staff.

ARTICLE III

(1) In accordance with laws and regulations in force in Japan, the government of Japan shall take necessary measures to provide at their own expense machinery, equipment, instruments and spare parts required for the establishment of the Institute as outlined in Annexure III.

(2) The articles referred to above shall become the property of the Government of the Kingdom of Thailand upon being delivered c.i.f. at the port of Bangkok to the Thai authorities concerned.

(3) The Government of the Kingdom of Thailand shall utilize these articles exclusively for the purpose of the Institute.

ARTICLE IV

In accordance with laws and regulations in force in Japan, the Government of Japan shall take necessary measures to grant training awards for training in Japan to Thai nationals who either are members of the staff of the Institute, or who will be employed later as such members. The grant of the training awards shall be made through the normal procedures under the Colombo Plan Technical Cooperation Scheme and the number of the Thai nationals who are to receive such training awards shall be separately agreed upon by the two Governments.

ARTICLE V

The Government of the Kingdom of Thailand undertake to bear claims, if any arise, against the Japanese staff resulting from, occurring in the course of, or otherwise connected with the bona fide discharge of their functions in Thailand covered by this Agreement.

ARTICLE VI

(1) The Government of the Kingdom of Thailand shall take

necessary measures to provide at their own expense;

- (a) requisite Thai medical, technical, administrative and other staff (hereinafter called "the Thai staff"), as listed in Annexure IV;
 - (b) requisite buildings as listed in Annexure V as well as incidental facilities, furnishings and land required therefor;
 - (c) replacement of machinery, equipment and instruments, and any other materials necessary for the operation of the Institute;
 - (d) suitable furnished accommodation and transportation for the Japanese staff.
- (2) The Government of the Kingdom of Thailand shall take necessary measures to meet;
- (a) customs duties, internal taxes and other similar charges, if any, imposed in Thailand in respect of the articles referred to in Article III;
 - (b) expenses necessary for the transportation of the articles referred to in Article III within Thailand as well as for the installation, operation and maintenance thereof;
 - (c) any other running expenses necessary for the operation of the Institute.

ARTICLE VII

- (1) The two Governments shall appoint by mutual agreement one director and one deputy director from among the Japanese and Thai staffs of the Institute, one to be appointed from the Japanese staff and the other to be appointed from the Thai staff.
- (2) The director shall be responsible for the operation of the Institute and shall be assisted by the deputy director.
- (3) The director and the deputy director shall hold office for three years from the date of appointment and shall be eligible for reappointment, provided that either of them may be relieved of his duty by mutual agreement by the two Governments during the term of his office.

ARTICLE VIII

There shall be mutual consultation between the two Governments for the purpose of advancing the objectives of the Institute and of successfully promoting Japanese-Thai cooperation in operating the Institute.

ARTICLE IX

(1) This Agreement shall enter into force on the date of its signature.

(2) This Agreement shall remain in force for a period of three years from its entry into force and shall continue in force thereafter provided that it shall be terminated on the date of expiry of the above-mentioned three years period or thereafter if either Government have previously given to the other Government at least six months' written notice of their intention to terminate the Agreement.

Done in duplicate at Bangkok in English on this twenty fifth day of November, 1961.

For the Government
of Japan:
(AKIRA OHYE)
The Ambassador Extraordinary
and Plenipotentiary of Japan.

For the Government of the
Kingdom of Thailand:
(PHRA BUMRAS NARADURA)
The Minister of Public
Health.

ANNEXURE I

LIST OF JAPANESE STAFF AT THE INSTITUTE

Serology specialist
Tissue culture specialist
Breeding specialist

ANNEXURE II

PRIVILEGES, EXEMPTIONS AND BENEFITS

The Government of the Kingdom of Thailand shall accord to the Japanese staff following privileges, exemptions and benefits:

- (1) Exemption from, or reimbursment of, Thai income-tax as long as the Japanese staff draw their salaries from Japan.
- (2) Exemption from Thai customs duties in respect of reasonably necessary personal and household effects, including one motor vehicle per family, which they may introduce into Thailand at the beginning of their assignment unless such goods are subsequently sold within the country to individuals subject to payment of such duties.
- (3) Free medical care as admissible to experts assigned to Thailand under the Colombo Plan.

The Japanese staff will not be accorded any of the diplomatic privileges unless otherwise provided in this Agreement, including this Annexure.

ANNEXURE III

MACHINERY, EQUIPMENT AND INSTRUMENTS TO BE PROVIDED FOR THE INSTITUTE

- (1) Electron microscope
- (2) Equipment for serology
- (3) Equipment for tissue culture
- (4) Equipment for animal experiment
- (5) Measuring instruments
- (6) Vehicle
- (7) Other minor articles

ANNEXURE IV

LIST OF THAI STAFF AT THE INSTITUTE

- (1) Person to be appointed as director or deputy director under Article VII of this Agreement.
- (2) Medical staff

Investigators in the following fields:

Serodiagnosis

Tissu culture experiment

Electron-microscopic studies

Viral studies employing animals

(3) Technical staff

Technicians who will work with the medical staff

(4) Administrative staff

Permanent employees including typists, clerks,
telephonists, watchmen and drivers

(5) Workers

ANNEXURE V

PARTICULARS OF BUILDINGS TO BE PROVIDED FOR THE INSTITUTE

Buildings for the following rooms and facilities:

(1) Office-rooms

(2) Administration rooms

(3) Room for serology

(4) Room for animal experiment

(5) Central washing room

(6) Machine room

(7) Walk-in cold room

(8) Storage room

(9) Dressing room

(10) House for animals

Experimental animal room

Isolated animal room

Mouse colony

Preparation room

Incineration room

Storage room

Office

(11) Locker room, bath room and lavatories

(12) Staff quarters

(13) Garages

(14) Guard house

7-2 AGREED OFFICIAL MINUTES RELATINGS TO
THE AGREEMENT BETWEEN THE GOVERNMENT
OF JAPAN AND THE GOVERNMENT OF THE
KINGDOM OF THAILAND CONCERNING THE
ESTABLISHMENT OF VIRUS RESEARCH
INSTITUTE

1. Re Article II, paragraph (1):

"To provide at their own expense the services of" the Japanese staff shall be interpreted that in making available to the Government of the Kingdom of Thailand the services of the Japanese staff, the Government of Japan will pay the necessary expenditures including their salaries and transportation costs between the two countries, except as otherwise provided for in the Agreement.

Regarding the procedures for the provision of the services of the Japanese staff, it is understood that the services of Japanese staff as listed in Annexure I shall be provided through the normal procedures under the Colombo Plan Technical Co-operation Scheme, where as the procedures to be applied to the technical experts for the purpose of installation of machinery and equipment shall be agreed upon by the representatives of the two Governments.

2. Re Article II, paragraph (3):

It is understood that the residence permits and the labour permits shall be granted only in so far as necessary for the work of the Institute.

3. Re Article V:

The term "bona fide discharge" refers to the act of commission or omission done in good faith.

It was understood that the omission of the Government of Japan from the provision of Article V was not to be so construed as to make the Government of Japan bear claims which might arise against the Government of Japan in Thailand. It was considered that there was no possibility of any claim arising from the Thai side against the Government of Japan since the obligation of the Government of Japan under the Agreement was specifically limited to:

- (i) the provision of the requisite machinery, equipment, instruments and spare parts at the port of Bangkok,
- (ii) the provision of the requisite Japanese staff, and
- (iii) the grant of training awards to Thai Medical and Technical staff in Japan.

4. Re Article VI, paragraph (1), subparagraph (c):

The Government of the Kingdom of Thailand will provide as a rule all materials necessary for the operation of the Institute that are not provided by the Government of Japan at the time of the establishment of the Institute in so far as not exceeding the amount of the appropriation in the budget of the Government of the Kingdom of Thailand for this purpose.

5. Re Article VI, paragraph (1), subparagraph (d):

The Japanese staff will be free to choose the house or rooms for their accommodation during their service at the Institute. Rent and accommodation charges in respect to such houses and rooms, as well as the cost of water and electricity consumption therein, will be borne by the Government of the Kingdom of Thailand within the amounts to be separately agreed upon by the two Governments. A telephone will be provided at the residence of one of the Japanese staff at the expense of the Government of the Kingdom of Thailand. Pending the provision of such house or rooms, the Japanese staff will be accommodated at first class hotels free of accommodation charge within the amounts referred to above.

6. Re Article VI, paragraph (2), subparagraph (c):

"Any other running expenses necessary for the operation of the Institute" include inter alia:

- (a) expenses for official correspondence by the Japanese staff including that from Thailand to Japan;
- (b) expenses for such official travels of the Japanese staff within Thailand as agreed upon by the director;

- (c) expenses of fueling, maintenance and repairing of motor vehicle, which are referred to in Annexure III of this Agreement, as well as the expense of the provision of driver required for the above-mentioned vehicle.

7. Re Annexure II, paragraph (2):

(1) It is understood that the Government of the Kingdom of Thailand shall not impose Thai import and export duties and any other charges upon the personal possessions which the Japanese staff, after introducing into Thailand once at the beginning of the assignment, took out for temporary stay outside Thailand and, then, re-introduced.

(2) It is also understood that the Japanese staff are entitled to introduce one motor vehicle per family free of Thai import and export duties and any other customs charges during their terms of office in Thailand.

BANGKOK: November 25th, 1961.

For The Government of Japan:

For The Government of the
Kingdom of Thailand:

(AKIRA OHYE)
The Ambassador Extraordinary

(PHRA BUMRAS NARADURA)
The Minister of Public
Health

8. AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF INDIA FOR THE
ESTABLISHMENT OF MARINE PRODUCTS
PROCESSING TRAINING CENTRE

Signed at New Delhi, March 31, 1962
Entered into force, March 31, 1962

The Government of Japan and the Government of India, earnestly desiring to advance the economic and technical cooperation between the two countries and thereby to strengthen further the friendly relations which traditionally exist between the two countries, have agreed as follows:

ARTICLE I

There shall be established a Marine Products Processing Training Centre (hereinafter called "the Centre") at Mangalore, Mysore, India, the function of which shall be to render practical and theoretical training to technicians in marine products processing.

ARTICLE II

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense the services of a Japanese co-director and of requisite Japanese teaching and technical staff (hereinafter jointly called "the Japanese staff") as listed in Annex I.

(2) The Japanese staff shall be granted privileges, exemptions and benefits as admissible to experts assigned to India under the Colombo Plan.

ARTICLE III

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense teaching aids, machinery, equipment, tools and spare parts required for the establishment and operation of the Centre as listed in Annex II.

(2) The articles referred to above shall become the property of the Government of India upon being delivered c.i.f.

at the port of Madras, Cochin or Mangalore to the Indian authorities concerned.

(3) These articles shall be utilized exclusively for the purpose of the Centre under the guidance of the Japanese co-director.

ARTICLE IV

The Government of India undertake to bear claims, if any arise, against the Japanese staff resulting from, occurring in the course of or otherwise connected with the bona fide discharge of their functions in India covered by this Agreement.

ARTICLE V

(1) The Government of India undertake to provide at their own expense:

- (a) an Indian director and requisite Indian technical and administrative staff as listed in Annex III;
- (b) requisite building as listed in Annex IV as well as land and incidental facilities required therefor;
- (c) facilities for landing marine products;
- (d) raw materials, replacements of machinery, equipment and tools, and any other materials necessary for the operation of the Centre and available in India;
- (e) transportation facilities for the Japanese staff.

(2) The Government of India undertake to meet:

- (a) customs duties, internal taxes and other similar charges, if any, imposed in India in respect of the articles referred to in Article III;
- (b) expenses necessary for the transportation of the articles referred to in Article III within India as well as for the Installation, operation and maintenance thereof;
- (c) any other running expenses necessary for the operation of the Centre.

(3) The Government of India assume responsibility for providing, on payment of rent, adequate unfurnished housing accommodation for the Japanese staff and will pay Rs. 15 per day for each of the Japanese staff to enable them to meet the rent of the accommodation and the cost of furnishing their accommodation according to requirements.

ARTICLE VI

The Japanese co-director shall be responsible for the technical matters pertaining to the functioning of the Centre referred to in Article I, while the India director shall be entirely responsible for the administrative matters of the Centre.

There shall be close cooperation between the director and the co-director for the operation of the Centre.

ARTICLE VII

There shall be mutual consultation between the two Governments for the purpose of advancing the objectives of the Centre and of successfully promoting close cooperation between the two countries in operating the Centre.

ARTICLE VIII

- (1) This Agreement shall enter into force on the date of its signature.
- (2) This Agreement shall remain in force for a period of three years from its entry into force and may be extended by mutual agreement for a further specified period.

Done in duplicate in English at New Delhi on this 31st day of March, 1962.

For the Government of Japan:
KOTO MATSUDAIRA
Ambassador Extraordinary
and Plenipotentiary

For the Government of India:
L. K. JHA
Secretary, Ministry of
Finance, Department of
Economic Affairs

ANNEX I

LIST OF THE JAPANESE STAFF AT THE CENTER

- One co-director
- Two canning experts
- Two refrigerating experts
- One fish pasting expert
- One coordinator

ANNEX II

TEACHING AIDS, MACHINERY, EQUIPMENT, TOOLS
AND SPARE PARTS TO BE PROVIDED FOR THE CENTRE

- (1) Machinery and equipment for canning
- (2) Machinery and equipment for refrigerating
- (3) Machinery and equipment for fish pasting
- (4) Boiler
- (5) Tools and implements for laboratory work
- (6) Teaching aids including audio-visual aids
- (7) Vehicles
- (8) Spare parts for the above-mentioned items

ANNEX III

LIST OF THE INDIAN STAFF AT THE CENTRE

- (1) Director
- (2) Technical staff
 - Assistants to the Japanese staff
- (3) Administrative staff
 - Employees including typists, clerks, storekeepers, watchmen, boiler men, telephone operators, drivers and labourers

ANNEX IV
PARTICULARS OF BUILDINGS TO BE CONSTRUCTED AT
MANGALORE FOR THE CENTRE

Buildings for the following shops, rooms and facilities:

- (1) Canning plant
- (2) Refrigerating plant
- (3) Cold-storage room
- (4) Pasting plant
- (5) Laboratory
- (6) Lecture hall
- (7) Experts' room
- (8) Office accommodated with shower facilities
- (9) Boiler room
- (10) Storehouse for tins and packing materials
- (11) Storehouse for finished goods
- (12) Storehouse for tools and spare parts
- (13) Storehouse for fuel
- (14) Garage
- (15) Locker room, bath room, lavatory, and room for first aid treatment
- (16) Staff quarters
- (17) Servant quarters

8-2 MEMORANDUM OF UNDERSTANDING RELATING TO THE
AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF INDIA FOR THE
ESTABLISHMENT OF MARINE PRODUCTS
PROCESSING TRAINING CENTRE

1. Re Article II, paragraph (2):

- (i) It is understood that in the event of any more favourable terms being given to any experts of third countries in similar circumstances the provisions of this Agreement may also be suitably modified.
- (ii) It is understood that one camera, one cine-camera and one transisterradio are also included amongst the items which each member of the Japanese staff is permitted to import free of duty.

2. Re Article V, paragraph (1), subparagraph (b):

It is understood that "incidental facilities" include

- i) those facilities which are normally recognized as necessary, for example, drinking tap water, drainage, electric wiring, gas pipe distribution and electric power (200kW/h at peak) etc.
- ii) one air conditioner in the room of the co-director and one air conditioner in the other experts' room, and
- iii) electric fans as may be mutually agreed upon.

3. Re Article V, paragraph (1), subparagraph (c):

The term "facilities for landing marine products" shall be interpreted to include

- i) sufficient space to moor fishing vessels safely so as to ensure proper unloading of marine products, and
- ii) simple and efficient mooring facilities.

4. Re Article V, paragraph (1), subparagraph (e):

It is understood that the Government of India shall provide the Centre with at least two motor vehicles which

will be available to the Japanese staff for official use. It is also understood that journeys between that residence of the Japanese staff and the Centre will not be treated as official.

5. Re Article V. paragraph (2), subparagraph (c):

The term "any other running expenses necessary for the operation of the Centre" shall be interpreted to include costs of official travel of the Japanese staff on the same basis as Colombo Plan experts.

New Delhi, the 31st, March, 1962

KOTO MATSUDAIRA

L. K. JHA

8-3 EXCHANGE OF NOTES CONCERNING PROLONGATION
OF THE AGREEMENT BETWEEN THE GOVERNMENT OF
JAPAN AND THE GOVERNMENT OF INDIA FOR THE
ESTABLISHMENT OF MARINE PRODUCTS PROCES-
SING TRAINING CENTRE

(Indian Note)

New Delhi, 29th March 1965

Monsieur l'Ambassadeur,

With reference to the Agreement between the Government of India and the Government of Japan for the Establishment of Marine Products Processing Training Center, signed at New Delhi on March 31st, 1962, I have the honour to confirm, on behalf of the Government of India, the agreement reached recently between the representatives of the two Governments that the abovementioned Agreement be extended until June 30, 1967, in accordance with the provisions of Article VIII (2) thereof.

I should be grateful if Your Excellency would be good enough to confirm, on behalf of the Government of Japan, the agreement set out above.

I avail myself of this opportunity to extend to Your Excellency, Monsieur l'Ambassadeur, the assurances of my highest consideration.

Yours sincerely,
(Signed) S. G. Ramachandran
(S.G. Ramachandran)

His Excellency Mr. Osamu Itagaki
Ambassador of Japan in India
Japanese Embassy
New Dehli

(Japanese Note)

New Delhi, March 29, 1965

Sir,

I have the honour to acknowledge receipt of your Note of to-day's date, which reads as follows:

(Indian Note)

I have further the honour to confirm, on behalf of the Government of Japan, the agreement set out above.

I avail myself of this opportunity to extend to you, Sir, the assurances of my high consideration.

(Signed) O. I.

Osamu Itagaki

Ambassador of Japan to India

Mr. S. G. Ramachandran
Joint Secretary
Department of Economic Affairs
Ministry of Finance
Government of India
New Delhi

9-1 AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN AND
THE GOVERNMENT OF THE UNITED STATES OF BRAZIL
CONCERNING THE ESTABLISHMENT OF TECHNICAL
TRAINING CENTRE FOR TEXTILE INDUSTRIES

Signed at Rio de Janeiro, March 28, 1962
Entered into force, March 28, 1962

The Government of Japan and the Government of the United States of Brizil, earnestly desiring to advance the economic and technical cooperation between the two countries and thereby to strengthen further the friendly relations which traditionally exist between the two countries, have agreed as follows:

ARTICLE I

There shall be established a Technical Training Centre for Textile Industries (hereinafter called "the Centre") at Recife, which shall execute the following functions:

- (a) Practical and theoretical training of textile workers and technicians;
- (b) Research and experiment with a view to improving textile industrial technique.

ARTICLE II

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense the services of a Japanese director and requisite Japanese teaching and technical staff (hereinafter called "the Japanese staff") as listed in Annex I.

(2) The Japanese staff shall be granted privileges, exemptions and benefits as mentioned in Annex II, and shall be granted privileges, exemptions and benefits no less favourable than those granted to the experts of third countries or the United Nations under similas circumstances.

ARTICLE III

- (1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense teaching aids, machinery, equipment, tools and spare parts required for the establishment and operation of the Centre as listed in Annex III.
- (2) The articles referred to above shall become the property of the Government of the United States of Brazil upon being delivered c.i.f. at any Brazilian port to the Brazilian authorities concerned.
- (3) These articles shall be utilized exclusively for the purposes of the Centre under the supervision of the Japanese director.

ARTICLE IV

The Government of the United States of Brazil undertake to bear claims if any arise, against the Japanese staff resulting from, occurring in the course of, or otherwise connected with the bona fide discharge of their functions in Brazil covered by this Agreement.

ARTICLE V

- (1) The Government of the United States of Brazil will take necessary measures to provide at their own expense:
 - (a) a Brazilian director and requisite Brazilian technical and administrative staff as listed in Annex IV;
 - (b) requisite buildings and land as listed in Annex V as well as incidental facilities required therefor;
 - (c) raw materials, replacements of machinery, equipment and tools and any other materials necessary for the operation of the Centre that are not provided by the Government of Japan.
- (2) The Government of the United States of Brazil will take necessary measures to meet:
 - (a) customs duties, internal taxes and other similar charges, if any, imposed in Brazil in respect of the articles referred to in Article III;

- (b) expenses necessary for the transportation of the articles referred to in Article III within Brazil as well as for the installation, operation and maintenance thereof;
 - (c) any other running expenses necessary for the operation of the Centre.
- (3) The Government of the United States of Brazil will grant to the Japanese staff at least the same allowances and benefits for suitable accommodation and transportation facilities as are granted to the experts of third countries of the United Nations serving in the United States of Brazil.

ARTICLE VI

The Japanese director shall be responsible for the technical matters pertaining to the functions of the Centre referred to in Article I, while the Brazilian director shall be responsible for the administrative matters pertaining to these functions of the Centre and shall in addition assist the Japanese director in such technical matters.

ARTICLE VII

There shall be mutual consultation between the two Governments for the purpose of advancing the objectives of the Centre and of successfully promoting Brazilian-Japanese cooperating in operating the Centre.

ARTICLE VIII

- (1) This Agreement and the Agreed Official Minutes related to it, hereto attached, shall enter into force on this date.
- (2) This Agreement shall remain in force for a period of three years from its entry into force and shall continue in force thereafter provided that it shall be terminated on the date of expiry of the above mentioned three year period or thereafter if either Government have previously given to the other Government at least six months' written notice of their intention to terminate the Agreement.

DONE in duplicate in English at Rio de Janeiro on this
Twenty-Eighth day of April, 1962.

For the Government of
Japan:
Keiichi Tatsuke

For the Government of the
United States of Brazil:
Sao Thiago Dantas

ANNEX I

LIST OF THE JAPANESE STAFF AT THE CENTRE

One director

Five instructors in the fields of:

Blowing and Carding

Combing

Drawing and Roving

Spinning and Twisting

Preparing of Weaving

Weaving

Testing and Quality Control

ANNEX II

PRIVILEGES, EXEMPTIONS AND BENEFITS

(1) The Government of the United States of Brazil will take necessary measures to exempt the Japanese staff from payment of Brazilian income-tax.

(2) The Government of the United States of Brazil will take necessary measures to accord to the Japanese staff and their family members the following privileges, exemptions and benefits:

- (i) Duty-free concessions available under the normal baggage rules;
- (ii) Duty-free import of one personal automobile or motor cycle, professional equipment and gadgets, and any other reasonably necessary personal effects, on condition that these articles shall be exported

back when the Japanese staff and/or their families leave Brazil on completion of their assignment, and that any of these articles can be disposed of in Brazil only with the prior permission of the Government of the United States of Brazil, and that, in such cases customs duty at the rates leviable shall be paid by the Japanese staff and/or their families.

(3) The Government of the United States of Brazil will take necessary measures to accord to the Japanese staff free medical care, including hospitalization, in case of illness or accidents resulting from the normal exercise of their functions and/or from conditions of local life.

ANNEX III

MACHINERY, EQUIPMENT, TOOLS AND SPARE PARTS TO BE PROVIDED FOR THE CENTRE

- (1) A series of spinning and weaving machinery and equipment
- (2) Testing and measuring machinery and instruments
- (3) Machinery and equipment for repair work
- (4) Tools
- (5) Spare parts
- (6) Vehicle

ANNEX IV

LIST OF THE BRAZILIAN STAFF AT THE CENTRE

- (1) Director
- (2) Technical staff
 - Brazilian assistant instructors in the fields of:
 - Blowing and Cardig
 - Drawing and Roving
 - Spinning and Twisting
 - Preparing of Weaving
 - Weaving
 - Testing and Quality Control
 - Machine Shop

(3) Administrative staff

Clerical staff for administration, accounting,
storing, etc.
Permanent employees including skilled and
unskilled workers

ANNEX V

PARTICULARS OF BUILDINGS AND LAND TO
BE PROVIDED FOR THE CENTRE

1. Buildings for the following shops, rooms and facilities:

- (1) Factory (not less than 2,000 square metres)
- (2) Teaching rooms
- (3) Office
- (4) Work shop
- (5) Incidental buildings attached to the factory,
such as electric rooms, boiler-room, etc.

2. Land

An area of 20,000 square metres, suitable for the
purposes of the Centre in the City of Recife

9-2 AGREED OFFICIAL MINUTES RELATING TO THE
AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF THE UNITED STATES OF
BRAZIL CONCERNING THE ESTABLISHMENT OF
TECHNICAL TRAINING CENTRE FOR TEXTILE
INDUSTRIES

1. Re Article II, paragraph (1):

"To provide at their own expense the services of a Japanese director and requisite Japanese teaching and technical staff" shall be interpreted that in making available to the Government of the United States of Brazil the services of the Japanese staff, the Government of Japan will pay the necessary expenditures including their salaries and travel fare between the two countries.

2. Re Article IV:

The term "bona fide discharge" refers to the act of commission or omission done in good faith and not willfully.

It is understood that the omission of the Government of Japan from the provisions of Article IV is not to be so construed as to make the Government of Japan bear claims which might arise against the Government of Japan in Brazil since the obligation of the Government of Japan under this Agreement is specifically limited to:

- (i) the provision of the requisite teaching aids and materials, machinery, equipment, tools and spare parts at any Brazilian port:
- (ii) the provision of the requisite Japanese staff.

3. Re Article V, paragraph (1), subparagraph (c):

It is understood that the Government of the United States of Brazil will provide as a rule all materials necessary for the operation of the Centre that are not provided by the Government of Japan at the time of the establishment of the Centre.

4. Re Article V, paragraph (2), subparagraph (c):

"Any other running expenses necessary for the operation

of the Centre" include inter alia:

- (a) expenses for official correspondence by the Japanese staff including that from the United States of Brazil to Japan:
- (b) expenses for such official travels of the Japanese staff within the United States of Brazil as agreed upon by both directors.

5. Re Article V, paragraph (3):

The term "transportation facilities" shall be interpreted to include motor vehicles for the official use of the Japanese staff as well as costs of fueling, maintenance and repairing therefor.

6. Re Annex II, paragraphs (1) and (2):

The privileges, exemptions and benefits mentioned in these paragraphs will be granted only after such necessary and proper measures as to make these provisions operative have been taken by the Government of the United States of Brazil.

7. Re Annex II, paragraph (2), subparagraph (ii):

It is understood that, in accordance with the general practice of the Government of the United States of Brazil, the period in which personal effects can be imported by the Japanese staff duty-free shall be six months.

Rio de Janeiro, the 28th of March, 1962.

Keiichi Tatsuke San Thiago Dantas

(Translation)

(Brazilian Note)

Rio de Janeiro, March 28th, 1962

Your Excellency,

With reference to Article II, paragraph (2) and Annex II, paragraphs (1) and (2) of the Agreement between the Government of Japan and the Government of the United States of Brazil concerning the Establishment of Technical Training

Centre for Textile Industries and 6. of the Agreed Official Minutes relating to the Agreement signed today, I have the honour to inform Your Excellency that the Government of the United States of Brazil will ensure that until the necessary and proper measures mentioned in 6. of the said Agreed Official Minutes are taken, Superintendencia do Desenvolvimento do Nordeste will take financial responsibilities to accord to the Japanese staff and their family members such favourable treatments as may be tantamount to the privileges, exemptions and benefits as mentioned in Annex II, paragraphs (1) and (2) of the said Agreement.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Francisco Clementino de San
Thiago Dantas Minister for
Foreign Affairs of the Govern-
ment of the United States of
Brazil.

His Excellency Keiichi Tatsuke
Ambassador Extraordinary and
Plenipotentiary of Japan

(Translation)

(Japanese Note)

Rio de Janeiro, March 28th, 1962

Your Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note of today's date which reads as follows:

(Brazilian Note)

I have further the honour to note, on behalf of the Government of Japan, this undertaking of the Government of the United States of Brazil.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Keiichi Tatsuke
Ambassador Extraordinary and
Plenipotentiary of Japan

His Excellency
Mr. Francisco Clementino de San Thiago Dantas
Minister for Foreign Affairs of the Government
of the United States of Brazil

Em 28 março de 1962

DCET/DAI/12/565.5 (56)
Senhor Embaixador,

Tenho a honra de informar Vossa Excelência, com referência ao Artigo II, parágrafo (2); anexo II, parágrafos (1) e (2); e artigo 6 das Minutas Oficiais do Acôrdo hoje assinado entre o Govêrno dos Estados Unidos do Brasil e o Govêrno do Japao, relativo ao estabelecimento de um Centro Técnico de Treinamento para as Indústrias Texteis, de que o Govêrno dos Estados Unidos do Brasil assegura que, até serem concretizadas as medidas previstas no artigo 6 das mencionadas Minutas Oficiais, a Superintendência do Desenvolvimento do Nordeste se responsabilizará financeiramente pela concessão, à missão Japnêsa e às famílias de seus integrantes, do tratamento favorável, dos privilégios, isenções e facilidades a que se referem os parágrafos (1) e (2) do Anexo II do Acordo.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

Francisco Clementino de
San Tiago Dantas

A Sua Excelencia o Senhor Keiichi Tatsuke
Embaixador do Japao.

Rio de Janeiro, 28 de março de
1962,

No. 42 (ME/62)

Senhor Ministro,

Tenho a honra de acusar o recebimento da nota de Vossa Excelencia, datado de hoje, que diz o seguinte:

"Tenho a honra de informar Vossa Excelencia, com referencia ao Artigo II, parágrafo (2); anexo II, parágrafos (1) e (2); e artigo 6 das Minutas Officiais do Acôrdo hoje assinado entre o Governo dos Estados Unidos do Brail e o Governo do Japao, relativo ao estabelecimento de um Centro Tecnico de Treinamento para as Indústrias Texteis, de que o Governo dos Estados Unidos do Brasil assegura que, até serem concretizadas as medidas previstas no arsigo 6 das mencionadas Minutas Officiais, a Superintendencia do Desenvolvimento do Nordeste se responsabilizará financeiramente pela concessao, à missao Japonêsa e às familias de seus integrantes, do tratamento fovorável, dos privilegios, isenções e facilidades a que se referem os parágrafos (1) e (2) do Anexo II do Acôrdo".

Tenho outrossim a honra de informar que, em nome do Govêrno do Japão, foi anotada esta providência do Govêrno dos Estados Unidos do Brasil.

Aproveito esta oportuniidade para renovar a Vossa Excelência os protestos de minha mais alta considerasao.

Keiichi Tatsuke
Embaixador Extraordinário e
Plenipotenciário do Japao.

A Sua Excia., o Senhor
Francisco Clementino de San Tiago Dantas,
DD. Ministro das Relações Exteriores do
Governo dos Estados Unidos do Brasil.

9-3 EXCHANGE OF NOTES AMENDING THE AGREEMENT
BETWEEN THE GOVERNMENT OF JAPAN AND THE
GOVERNMENT OF THE UNITED STATES OF
BRAZIL CONCERNING THE ESTABLISHMENT OF
TECHNICAL TRAINING CENTER FOR TEXTILE
INDUSTRIES

Exchanged at Rio de Janeiro, April 8, 1969
Entered into force, April 8, 1969

(Japanese letter)

Rio de Janeiro, April 8, 1969

Excellency,

I have the honour to refer to the recent discussions held at Rio de Janeiro between the representatives of the Government of Japan and the Government of Brazil with a view to introducing an additional curriculum at the Technical Training Centre for Textile Industries, established under the Agreement between the Government of Japan and the Government of the United States of Brazil concerning the Establishment of Technical Training Centre for Textile Industries signed at Rio de Janeiro on March 28, 1962. For the purpose of implementing the new curriculum which comprises dyeing and finishing course, I have the honour to propose, on behalf of my Government, that the following amendments be made in respect of the afore-mentioned Agreement:

1. The following new Article shall be inserted immediately after Article VII:

"Article VII-A

(1) The services of three Japanese experts for the operation of the Centre other than those mentioned in (2) of this Article will be provided during a period ending July 21, 1970.

(2) The services of two Japanese experts for dyeing and finishing course will be provided for a period of three years after the commencement of their services at the Centre."

2. Annexes I, III and IV shall respectively be amended by inserting;

- (i) "Dyeing and Finishing" after "Testing and Quality Control" in Annex I;
- (ii) "(7) A series of dyeing and finishing machinery and equipment" in Annex III; and
- (iii) "Dyeing and Finishing" after "Machine Shop" in Annex IV (2).

With respect to 2. (ii) above, a list on which the machinery and equipment for dyeing and finishing course are enumerated is attached hereto.

If the proposals mentioned above are acceptable to the Government of Brazil, I have further the honour to suggest that the present Note and Your Excellency's reply accepting the proposals should be regarded as constituting an agreement, effective as from the date of Your Excellency's reply, between the two Governments.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

(Signed) Koh Chiba
Ambassador Extraordinary and
Plenipotentiary of Japan.

His Excellency
Mr. José de Magalhaes Pinto
Minister of External Relations of
the Government of Brazil.

List of Machinery and Equipment for Dyeing & Finishing
Course at Technical Training Centre for Textile Industries

Name	Quantity
1. Gas Singeing Machine	1 set

2.	Open Range for Desizing, Scouring or Bleaching	1 set
3.	Washing and Drying Machine	1 set
4.	Continuous Dyeing Range	1 set
5.	Jigger	1 set
6.	Pressure Jigger for Scouring	1 set
7.	Stenter	1 set
8.	3-Bowl Calender	1 set
9.	Spare parts for the above	
10.	Testing Apparatus:	
	Fade Meter, Launder Tester and others	25 sets
11.	Glassware	38 items

(Note Brasileira)

Em 8 de abril de 1969.

Senhor Embaixador,

Tenho a honra de acusar o recebimento da nota no 001 (MM/69), em inglês, datada de hoje, cujo teor em português, é o seguinte:

"Excelência,

Tenho a honra de referir-me às recentes conversações havidas no Rio de Janeiro entre representantes do Governo do Japão e do Governo de Brasil com visitas à introdução de um currículo adicional no Centro de Treinamento para Indústrias Têxteis estabelecido pelo "Acôrdo entre o Governo do Japão e o Governo dos Estados Unidos do Brasil relativo ao estabelecimento de um Centro de Treinamento para Indústrias Têxteis", assinado no Rio de Janeiro, em 28 de março de 1962. Com o objectivo de criar novo currículo, que compreende cursos de tintura e acabamento, tenho a honra de propor, em nome de meu Governo, que a seguinte modificação seja feita ao Acôrdo acima mencionado.

1. Após o Artigo VII do referido Acôrdo, será inserido um nôvo artigo:

Artigo VII-A

- (1) Três técnicos Japonêses, além dos mencionados no parágrafo (2) dêste Artigo, continuarão a operar no Centro até 21 de julho de 1970.
 - (2) Os serviços de dois técnicos japonêses para os Setores de Tintura e Acabamento serão providos por um período de três anos, contados a partir do início de suas atividades no Centro.
2. Os Anexos I, III e IV são ampliados da seguinte forma:
 - (i) no Anexo I, depois da expressão "Laboratório e Contrôle de Qualidade" é acrescentada a expressão "Tintura e Acabamento";
 - (ii) no Anexo III é introduzido novo item de numero 7, que diz "Equipamento de Tintura e Acabamento";
 - (iii) no Anexo IV é acrescentada, no item 2, depois da expressão "Oficina de Máquinas", a expressão "Tintura e Acabamento".

Com relação à alínea (iii) acima, o mencionado equipamento de tintura e acabamento é discriminado na lista anexa.

Se as propostas acima forem aceitáveis para o Govêrno do Brasil, tenho ainda a honra de sugerir que esta nota e a nota de resposta de Vossa Excelência, na qual fôr declarada a concordância de seu Govêrno, constituam um Acôrdo entre nossos dois Govêrnos, a entrar em vigor na data da referida nota de resposta.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração."

Em resposta, informo Vossa Excelência de que o
Govêrno brasileiro concorda com os têrmos da nota acims
transcrita, a qual, juntamente com a presente passa a
constituir um Acôrdo entre nossos dois Governos, a entrar
em vigor na data de hoje.

Aproveito a oportunidade para renovar a Vossa
Excelência os protestos da minha mais alta consideração.

(Assinado) José de Magalhaes Pinto

A Sue Excelência o Senhor Koh Chiba,
Embaixador Extraordinário Plenipoten iário
do Japao.

10. AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF INDIA FOR THE ESTA-
BLISHMENT OF AGRICULTURAL DEMONSTRATION
FARMS

Signed at New Delhi, April 23, 1962
Entered into force, April 23, 1962

The Government of Japan and the Government of India, earnestly desiring to advance the economic and technical cooperation between the two countries and thereby to strengthen further the friendly relations which traditionally exist between the two countries, have agreed as follows:

ARTICLE I

- (1) The two Governments shall cooperate with each other in the establishment of Agricultural Demonstration Farms (hereinafter called "the Farms"), which shall aim at demonstrating agricultural techniques by Japanese technicians and serve as centres for the field training of Indian farmers.
- (2) The farms will demonstrate improved agricultural machinery and implements to be operated by manual, animal and machine power with a view to assessing their suitability and acceptance under Indian conditions.
- (3) The Farms shall comprise Four independent farms located at Nadia in the State of West Bengal, Sambalpur in the State of Orissa, Shahabad in the State of Bihar and Surat in the State of Gujarat, as organizations of the respective State Government.

ARTICLE II

- (1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense the services of a Japanese project leader and farming staff (hereinafter jointly called "the Japanese staff") at each of the Farms.
- (2) The Japanese staff shall be granted privileges exemptions and benefits as admissible to experts assigned to India under the Colombo Plan.

ARTICLE III

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense machinery, equipment, tools, spare parts and other materials required for the establishment and operation of the Farms as outlined in Annex I.

(2) The articles referred to above shall become the property of the Government of India upon being delivered c.i.f. at the port of Calcutta or Bombay to the Indian authorities concerned.

(3) These articles shall be utilized exclusively for the purpose of the operation of the Farms under the supervision of the Japanese project leader at each of the Farms.

ARTICLE IV

The Government of India undertake to bear claims, if any arise, against the Japanese staff resulting from, occurring in the course of, or otherwise connected with the bona fide discharge of their functions in India covered by this Agreement.

ARTICLE V

- (1) The Government of India undertake to provide at their own expense
- (a) an India manager at each of the Farms (hereinafter called "the farm manager");
 - (b) requisite buildings and farm land as listed in Annex II as well as incidental facilities and lands required therefor;
- (2) The Government of India undertake to meet:
- (a) customs duties, internal taxes and other similar charges, if any, imposed in India in respect of the articles referred to in Article III;
 - (b) expenses necessary for the transportation and installation of the articles referred to in Article III within India.

ARTICLE VI

- (1) Running expenses necessary for the operation of each of the Farms shall be provided by the Government of India.
- (2) The Government of India shall provide each of the Farms with such additional financial assistance as may be required for the operation of the Farms.
- (3) To facilitate the smooth operation of the Farms, the Government of India shall take necessary measures to place sufficient funds for each of the Farms at the disposal of the farm managers in time.

ARTICLE VII

Each of the Japanese project leaders shall be responsible for all technical matters pertaining to the operation of the respective farm referred to in Article I, while each of the farm managers shall be in over-all administrative and financial charge of each of the Farms.

ARTICLE VIII

There shall be mutual consultation between the two Governments for the purpose of advancing the objectives of the Farm and of successfully promoting close cooperation between the two countries in operating the Farms.

ARTICLE IX

- (1) This Agreement shall enter into force on the date of its signature.
- (2) This Agreement shall remain in force for a period of three years from its entry into force and may be extended by mutual agreement for a further specified period.

Done in duplicate in English at New Delhi on this 23rd day of April, 1962.

For the Government
of Japan:
KOTO MATSUDAIRA
Ambassador Extraordinary
and Plenipotentiary

For the Government of India:
L. K. JHA
Secretary, Ministry of Finance,
Department of Economic Affairs

ANNEX I

MACHINERY, EQUIPMENT, TOOLS, SPARE PARTS AND
OTHER MATERIALS TO BE PROVIDED FOR THE FARMS

- (1) Agricultural machinery and implements and their spare parts
- (2) Materials for the initial period of farming, such as pesticides, fertilizers, etc.
- (3) Tools and instruments for testing work
- (4) Materials necessary for experimental work including chemicals and fertilizers
- (5) Tools and implements for meteorological survey
- (6) Vehicles
- (7) Other necessary minor equipment

ANNEX II

PARTICULARS OF BUILDINGS AND LAND TO
BE PROVIDED FOR THE FARMS

- (I) Buildings for the following rooms and facilities at each of the Farms:
 - (1) Office
 - (2) Storehouse for chemicals, fertilizers and seeds
 - (3) Hay shed
 - (4) Shed for machinery and equipment
 - (5) Cattle shed
 - (6) Poultry shed
 - (7) Storehouse for crops
 - (8) Storehouse for fuel
 - (9) Garage
- (II) Farm land of an area of 10 to 25 acres with irrigation system at each of the farms

10-1 MEMORANDUM OF UNDERSTANDING RELATING TO THE
AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF INDIA FOR THE ESTA-
BLISHMENT OF AGRICULTURAL DEMONSTRATION
FARMS

1. Re Article II, paragraph (2):

- i) It is understood that in the event of any more favourable terms being given to any experts of third countries in similar circumstances the provisions of this Agreement may also be suitably modified.
- ii) It is understood that one camera, one cine-camera and one transistor-radio are also included amongst the items which each member of the Japanese staff is permitted to import free of duty.
- iii) It is also understood that official travels under the Colombo Plan shall be interpreted to include:
 - (a) travels by the Japanese staff for official discussions or meetings when recognised as necessary by the Indian authorities and the Japanese project leader at each of the Farms;
 - (b) travels by the Japanese staff for extension activities.

2. Re Article V, paragraph (1), sub-paragraph (c):

"Suitable furnished accommodation for the Japanese staff" is understood to mean such residential accommodation comprising the sitting room, bedroom, bathroom, toilet, kitchen, store room and veranda as befits the status of the Japanese staff. Each accommodation is to be equipped with electricity and water supply facilities wherever possible. Regarding electricity, it is understood that the Government of India shall provide necessary generators where electricity is not available. The term "furnished" shall be interpreted to include a reasonable number of fans. A telephone will be provided at the residence of the Japanese project leader wherever possible.

It is also understood that in case the residential accommodation is not ready by the time the Japanese staff

arrive in India, the Japanese staff and their families will be accommodated at suitable lodgings at the expense of the Government of India.

3. Re Article VI:

The Government of India shall provide each of the Farms with a fund not less than Rs. 7,000/- (Rs. 12,000/- in the case of the farm at Nadia) for the initial running expenses.

4. Re Article VII:

It is understood that "all technical matters" include planning of the farm management.

5. Re Annex II, (I), (1):

It is understood that a telephone will be provided at the office room of the Japanese project leader wherever possible.

New Delhi, 23rd April, 1962

KOTO MATSUDAIRA

L. K. JHA

10-2 EXCHANGE OF NOTES CONCERNING PRO-
LONGATION OF THE AGREEMENT BETWEEN
THE GOVERNMENT OF JAPAN AND THE
GOVERNMENT OF INDIA FOR THE ESTA-
BLISHMENT OF AGRICULTURAL DEMONS-
- TRATION FARMS

(Indian Note)

New Delhi, 29th March 1965

Monsieur l'Ambassadeur,

With reference to the Agreement between the Government of India and the Government of Japan for the Establishment of Agricultural Demonstration Farms signed at New Delhi on April 23rd, 1962, I have the honour to confirm, on behalf of the Government of India, the agreement reached recently between the representatives of the two Governments that the abovementioned Agreement be extended until April 22nd, 1967, in accordance with the provisions of Article IX (2) thereof.

I should be grateful if Your Excellency would be good enough to confirm, on behalf of the Government of Japan, the agreement set out above.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Yours sincerely,

(Signed) S.G. Ramachandran

(S.G. Ramachandran)

His Excellency Mr. Osamu Itagaki
Ambassador for Japan in India
Japanese Embassy
New Delhi

(Japanese Note)

New Delhi, March 29, 1965

Sir.

I have the honour to acknowledge receipt of your Note of today's date, which reads as follows:

"(Indian Note)"

I have further the honour to confirm, on behalf of the Government of Japan, the agreement set out above.

I avail myself of this opportunity to renew to you, Sir, the assurances of my high consideration.

(Signed) O. I.
Osamu Itagaki
Ambassador of Japan to India

Mr. S.G. Ramachandran
Joint Secretary
Department of Economic Affairs
Ministry of Finance
Government of India

11. AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF INDIA CONCERNING
THE ESTABLISHMENT OF AGRICULTURAL
EXTENSION CENTRES

The Government of Japan and the Government of India,

Considering that the Agreement between the Government of Japan and the Government of India for the Establishment of Agricultural Demonstration Farms signed at New Delhi on April 23, 1962 ceased to be effective on April 22, 1967.

Considering that the said Agricultural Demonstration Farms have achieved their expected results,

Desiring to further the economic and technical cooperation between the two countries in technical cooperation between the two countries in the field of extension of agricultural techniques in India.

Have agreed as follows;

ARTICLE I

The Agricultural Demonstration Farms established in Gujarat and Bihar under the Agreement between the Government of Japan and the Government of India for the Establishment of Agricultural Demonstration Farms signed at New Delhi on April 23, 1962 shall hereafter be called Agricultural Extension Centers and shall aim at promoting agricultural production through extension programmes to be agreed upon between the authorities concerned of the two Governments by performing the following functions:

- (1) Conducting trials on agricultural techniques and extending their results;
- (2) Giving technical training to Indian agricultural instructors, technicians and farmers;
- (3) Conducting trials and demonstrations through improved machinery and implements and extending the results of such trials.

ARTICLE II

(4) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense the service of Japanese experts and other Japanese technical staff (hereinafter jointly referred to as "the Japanese staff") at each of the Centres.

(5) The Japanese staff shall be granted privileges, exemptions and benefits as admissible to exemptions assigned to India under the Colombo Plan.

ARTICLE III

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense machinery, equipment, tools, spare parts and other materials required for the operation of the Centres.

(2) The articles referred to above shall become the property of the Government of India upon being delivered c.i.f. at the ports of disembarkation to the Indian authorities concerned.

(3) The articles referred to above shall be utilized exclusively for the purpose of the operation of the Centres and the implementation of the programmes referred to in Article I.

ARTICLE IV

The Government of India undertakes to bear claims, if any arise, against the Japanese staff resulting from, occurring in the course of, or otherwise connected with the bone fide discharge of their functions in India covered by the present Agreement.

ARTICLE V

(1) The Government of India undertakes to provide at their own expense;

- (a) an Indian manager and requisite Indian technical and administrative staff at each of the Centers;
- (b) requisite building and land as well as incidental facilities required therefor;

- (c) supply or replacement of machinery, equipment, tools, spare parts and other materials necessary for the operation of the Centres and the implementation of the programmes referred to in Article I which are available in India;
 - (d) suitable furnished accommodation and transportation facilities for the Japanese staff.
- (2) The Government of India undertakes to meet;
- (a) customs duties, internal taxes and other similar charge, if any, imposed in India in respect of the articles referred to in Article III.
 - (b) expenses necessary for the transportation within India and installation of the articles referred to in Article III;
 - (c) expenses necessary for the operation and maintenance of the Centres and the referred to in Article I.

ARTICLE VI

- (1) The Japanese staff shall be closely consulted on and fully informed of technical matters of the respective Centres and the implementation of the programmes referred to in Article I and shall give advice to the officials concerned of the Government of India.
- (2) The Government of India shall be responsible for the administration and operation of the Centres and the implementation of the programmes referred to in Article I.

ARTICLE VII

Close cooperation and mutual coordination shall be maintained between the Japanese staff and the agricultural agencies and institutions concerned of India with respect to the operation of the Centres and the implementation of the programmes referred to in Article I.

ARTICLE VIII

- (1) The operation of each of the Centres shall be commenced within one year from the entry into force of the present Agreement.

(2) The services of the Japanese staff for the operation of each of the Centres shall be provided for a period of three years during the validity of the present Agreement.

ARTICLE IX

(1) The present Agreement shall enter into force on the date of signature and remain in force for a period of four years.

(2) The present Agreement may be extended by mutual agreement for a further specified period.

DONE in duplicate in English at New Delhi on this 5 day of March, 1968.

FOR THE GOVERNMENT:
OF JAPAN
(Signed) Yujiro Isoki

FOR THE GOVERNMENT:
OF INDIA
(Signed) A. T. Bambawale

12. ARRANGEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF THE REPUBLIC OF GHANA
FOR THE ESTABLISHMENT OF TEXTILE TRAINING
CENTRE

Signed at Accra, May 23, 1963
Entered into force, May 23, 1963

In accordance with the provisions of the Agreement between the Government of Japan and the Government of the Republic of Ghana concerning Economic and Technical Co-operation signed on September 24, 1962, the two Governments have agreed to cooperate with each other in the establishment of a Textile Training Centre at Tema in Ghana (hereinafter referred to as "the Centre") on the following terms.

ARTICLE I

(1) The Centre shall be called "Textile Training Centre, Tema."

(2) The function of the Centre shall be to provide Ghanaian nationals with practical and theoretical training in the basic manufacturing techniques in the fields of weaving, dyeing including simple wax printing and finishing of cotton fabrics and production of towels.

ARTICLE II

(1) In accordance with laws and regulations in force in Japan the Government of Japan shall take necessary measures to provide at their own expense the services of a Japanese director and of requisite Japanese technical and teaching staff (hereinafter jointly referred to as "the Japanese staff") as listed in Annex I.

(2) The Japanese staff and their families shall be granted privileges, exemptions and benefits, including those as mentioned in Annex II.

ARTICLE III

(1) In accordance with laws and regulations in force in Japan the Government of Japan shall take necessary measures

to provide at the own expense teaching aids and materials, machinery, equipment, tools and spare parts required for the establishment and successful operation of the Centre.

(2) The articles referred to above shall become the property of the Government of the Republic of Ghana upon being delivered c.i.f. at the port of Tema to the Ghanaian authorities concerned.

(3) The articles shall be utilized exclusively for the purposes of the Centre under the supervision of the Japanese director.

ARTICLE IV

The Government of the Republic of Ghana undertake to bear claims, if any arise, against the Japanese staff resulting from, occurring in the course of, or otherwise connected with the bona fide discharge of their function in Ghana.

ARTICLE V

(1) The Government of the Republic of Ghana shall provide at their own expense:

- (a) the services of a Ghanaian director and of requisite Ghanaian technical, teaching, administrative and other staff as listed in Annex III;
- (b) requisite buildings as listed in Annex IV as well as lands and incidental facilities required therefor;
- (c) supply or replacements of machinery parts, equipment, tools and supply of any other materials necessary for the operation of the Centre but not provided by the Government of Japan at the time of the establishment of the Centre;
- (d) suitable furnished accommodation and transportation facilities for the Japanese staff.

(2) The Government of the Republic of Ghana shall meet:

- (a) expenses necessary for the transportation of the articles to be provided by the Government of Japan within Ghana as well as for the installation, operation and maintenance thereof;

- (b) any other running expenses necessary for the operation of the Centre.

ARTICLE VI

The Japanese director shall be responsible for the technical matters pertaining to the function of the Centre, while the Ghanaian director shall assist the Japanese director in these technical matters and shall in addition be responsible for the administrative matters pertaining to the function of the Centre.

ARTICLE VII

There shall be mutual consultation between the two Governments for the purpose of advancing the objectives of the Centre and successfully promoting close co-operation in operating the Centre.

ARTICLE VIII

- (1) The two Governments shall endeavour to commence the operation of the Centre within one year from the entry into force of this Arrangement.
- (2) The services of the Japanese staff for the operation of the Centre will be provided for a period of three years during the validity of this Arrangement.

ARTICLE IX

- (1) This Arrangement shall enter into force on the date of its signature.
- (2) This Arrangement shall remain in force for a period of four years from the entry into force of this Arrangement.
- (3) This Arrangement may be extended by mutual agreement for a further specified period.

Done in duplicate in English at Accra on this 23rd day of May, 1963.

For the Government of Japan:

Susumu Nakagawa

For the Government of the
Republic of Ghana:

Douwuona Hammond

ANNEX I

LIST OF THE JAPANESE STAFF AT THE CENTRE

- (1) Director
- (2) Technical and teaching staff
- (3) Coordinator

ANNEX II

PRIVILEGES, EXEMPTION AND BENEFITS

- (i) Duty-free concessions available under the normal baggage rules;
- (ii) Duty-free import of the following articles during the first six months after the first arrival of the Japanese staff and/or their family members on condition that these articles are declared on such first arrival;
 - (a) one motor vehicle per family;
 - (b) one television set and radio sets including transistorised radio sets;
 - (c) one radio-gramophone per family;
 - (d) minor electrical appliances and accessories;
 - (e) professional equipment and gadgets;
 - (f) cameras, one cine-camera and one projector per family;
 - (g) special Japanese food (soy bean paste, soy bean sauce, etc.);
 - (h) any other reasonably personal and household effects;
- (iii) Free medical care as for civil servants;
- (iv) Vacation leave of no less than 72 (seventy-two) days per annum.

ANNEX III

LIST OF THE GHANAIAN STAFF AT THE CENTRE

- (1) Director

- (2) Technical and teaching staff;
Assistant instructors who will work with the Japanese staff
- (3) Administrative staff;
Permanent employees including typists, clerks, receptionists, messengers, watchmen and drivers
- (4) Other staff

ANNEX IV

PARTICULARS OF BUILDINGS TO BE PROVIDED FOR THE
CENTRE

Buildings for the following rooms and facilities:

Directors' rooms (Japanese and Ghanaian)
Rooms for the Japanese staff
Room for the Ghanaian assistant instructors
Office room
Library and showroom
Storeroom
Lecture rooms
Room for physical study
Room for chemical study
Fixtures room
Workshop for weaving, dyeing and finishing
Storehouse for materials (yarns)
Storehouse for finished goods
Storehouse for dyestuffs
Storehouse for miscellaneous goods
Boiler room
Electricity room
Maintenance room

Blower room

Laboratory

Lounge and study room

Lavatories

Other necessary rooms for the buildings

12-1 AGREED OFFICIAL MINUTES RELATING TO THE
ARRANGEMENT BETWEEN THE GOVERNMENT OF
JAPAN AND THE GOVERNMENT OF THE REPUBLIC
OF GHANA FOR THE ESTABLISHMENT OF TEXTILE
TRAINING CENTRE

1. Re Article II, paragraph (1):

"To provide at their own expense the services of a Japanese director and requisite Japanese technical and teaching staff" shall be interpreted that in making available to the Government of the Republic of Ghana the services of the Japanese staff, the Government of Japan will pay the necessary expenses including their salaries and travel fares between the two countries.

2. Re Article V, paragraph (1), sub-paragraph (a):

It is understood that the two Governments shall endeavour to take necessary measures to make several Ghanaian nationals who will be employed later as the technical staff of the Centre receive training in Japan for the purpose of facilitating the smooth operation of the Centre.

3. Re Article V, paragraph (1), sub-paragraph (b):

- (1) The Japanese staff will be provided free of charge with suitable houses or rooms for their accommodation. However, charges for electricity, water and conservancy thereof as well as for renting refrigerators will be payable by the Japanese staff.
- (2) "Suitable furnished accommodation for the Japanese staff" is understood to mean such residential accommodation comprising a sitting room, two bedrooms, a bathroom, a toilet, a kitchen, a store room and a garage as befits the status of the Japanese staff. Telephone will be provided where possible. It is understood that the Japanese director's residence shall be no less decent than that of high officials of the Government of the Republic of Ghana. Each accommodation is to be equipped with electricity and water supply facilities. The term "furnished" shall be interpreted to include a refrigerator, a reasonable number of fans, and one air-conditioner for each family concerned.

- (3) In case the residential accommodation is not ready by the time the Japanese staff arrive in Ghana the Japanese staff and their families will be accommodated at first class hotels at the expense of the Government of the Republic of Ghana.

4. Re Article V, paragraph (1), sub-paragraph (d):

It is understood that the Government of the Republic of Ghana shall provide at their own expense suitable furnished accommodation for the Japanese experts for the installation of the articles to be provided by the Government of Japan. Suitable furnished accommodation referred to above shall be interpreted the same as in each sub-paragraph of paragraph 3 of this Agreed Official Minutes.

5. Re Article V, paragraph (2), sub-paragraph (b):

"Any other running expenses necessary for the operation of the Centre" include inter alia;

- (a) expenses for official correspondence by the Japanese staff including that from Ghana to Japan;
- (b) expenses for such official travel of the Japanese staff within Ghana as agreed upon by both directors.

6. Re Article VIII, paragraph (1):

The commencement of "the operation of the Centre" refers to the date on which the training is commenced at the Centre, and which is to be designated by the Government of the Republic of Ghana in consultation with the Japanese director and notified thereby in writing to the Government of Japan.

It is understood that the workshop of the Centre shall be made available for the installation of the article as mentioned in Article III of the Arrangement not later than the mid-February of 1964.

Accar, 23rd May, 1963.

S. N.

D. H.

12-2 EXCHANGE OF NOTE CONCERNING PROLONGUATION
OF THE AGREEMENT BETWEEN THE GOVERNMENT
OF JAPAN AND THE GOVERNMENT OF THE REPUB-
LIC OF GHANA FOR THE ESTABLISHMENT OF
TEXTILE TRAINING CENTRE

(Ghanaian Note)

Accra, 22nd May, 1967.

Excellency,

With reference to the Arrangement between the Govern-
ment of the Republic of Ghana and the Government of Japan
for the Establishment of Textile Training Centre signed at
Accra on May 23, 1963, I have the honour to confirm, on
behalf of the Government of the Republic of Ghana, the
agreement reached recently between the representatives of
the two Governments that the above-mentioned Arrangement be
extended until May 22, 1970, in accordance with the pro-
visions of Article IX (3) thereof.

I should be grateful if your Excellency would be
good enough to confirm, on behalf of the Government of
Japan, the agreement set out above.

I avail myself of this opportunity to renew to Your
Excellency the assurances of my highest consideration.

(Signed) J.W.K. Harlley
Vice-Chairman of the National
Liberation Council and
Member responsible for
External Affairs.

His Excellency
Mr. Shichizo Tsuruga,
Ambassador of Japan in Ghana,
ACCRA

(Japanese Note)

Accra, 22nd May, 1967.

Excellency,

I have the honour to acknowledge receipt of your note of today's date, which reads as follows:

"(Ghanaian Note)"

I have further the honour to confirm, on behalf of the Government of Japan, the agreement set out above.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

(Signed) Shichizo Tsuruga
Ambassador of Japan.

His Excellency Mr. J.W.K. Harlley,
Vice-Chairman of the National
Liberation Council and
Member responsible for
External Affairs.

13. AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF PAKISTAN CONCERNING
THE ESTABLISHMENT OF TELECOMMUNICATION
RESEARCH CENTRE

(in English with Japanese translation)

Signed at Karachi, November 16, 1963
Entered into force, November 16, 1963

The Government of Japan and the Government of Pakistan, earnestly desiring to advance the economic and technical cooperation between the two countries and thereby to strengthen further the friendly relations existing between the two countries, have agreed as follows:

ARTICLE I

(1) There shall be established a Telecommunication Research Centre at Haripur in Pakistan, which shall be called "Pakistan Telecommunication Research Centre" (hereinafter referred to as "the Centre").

(2) The functions of the Centre shall be to conduct theoretical and practical research as well as training of the Pakistani staff in the methods of conducting telecommunication research and to promote development of systems and equipment in the field of telecommunication.

ARTICLE II

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense the services of a Japanese advisor and requisite Japanese technical experts (hereinafter jointly referred to as "the Japanese staff") as listed in Annex I.

(2) The Japanese staff shall be granted in Pakistan the same privileges, exemptions and benefits as admissible to experts assigned to Pakistan under the Colombo Plan.

ARTICLE III

- (1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense machinery, equipment, tools and materials required for the establishment of the Centre as outlined in Annex II.
- (2) The articles referred to above shall become the property of the Government of Pakistan upon being delivered c.i.f. at the port of Karachi to the Pakistan authorities concerned.
- (3) These articles shall be utilized exclusively for the purpose of the Centre with the advice of the advisor.

ARTICLE IV

The Government of Pakistan undertake to bear claims, if any arise, against the Japanese staff resulting from, occurring in the course of, or otherwise connected with the bona fide discharge of their functions in Pakistan covered by this Agreement.

ARTICLE V

- (1) The Government of Pakistan undertake to provide at their own expense:
 - (a) a director and requisite Pakistani technical and administrative staff as listed in Annex III;
 - (b) requisite buildings as listed in Annex IV, as well as land and incidental facilities required therefor;
 - (c) suitable furnished accommodation for the Japanese staff and their families, and internal transportation facilities for the Japanese staff on duty.
- (2) The Government of Pakistan undertake to meet:
 - (a) customs duties, internal taxes and other similar charges, if any, imposed in Pakistan in respect of the articles referred to in Article III;

- (b) expenses necessary for the transportation of the articles referred to in Article III within Pakistan as well as for the installation, operation and maintenance thereof;
- (c) any other running expenses necessary for the operation of the Centre.

ARTICLE VI

The director shall be responsible for overall administration including technical matters of the Centre, while the advisor shall guide the research and training activities of the Centre in consultation with the director.

The advisor may give advice on the development of telecommunication in Pakistan to the Director-General, Pakistan Telegraph and Telephone Department in coordination with the director of the Centre.

ARTICLE VII

There shall be mutual consultation between the two Governments for the purpose of advancing the objectives of the Centre and of successfully promoting close cooperation in operating the Centre.

ARTICLE VIII

- (1) The operation of the Centre shall be commenced within one year from the entry into force of this Agreement.
- (2) The services of the Japanese staff for the operation of the Centre will be provided for a period of three years during the validity of this Agreement.

ARTICLE IX

- (1) This Agreement shall come into force on the date of its signature.
- (2) This Agreement shall remain in force for a period of four years from the date of its signature.

(3) This Agreement may be extended by mutual agreement for a further specified period.

Done in duplicate in English at Karachi on this day of 16th November, 1963.

For the Government
of Japan:
(Signed) Masayoshi Kakitsubo
(MASAYOSHI KAKITSUBO)
Ambassador of Japan in
Pakistan

For the President
of Pakistan:
(Signed) S. Osman Ali
(S. OSMAN ALI)
Secretary to the Government
of Pakistan,
Economic Affairs Division,
President's Secretariat

ANNEX I

LIST OF JAPANESE STAFF AT THE CENTRE

- (1) Advisor
- (2) Expert for telephone exchange
- (3) Expert for wireless telecommunication
- (4) Expert for transmission
- (5) Expert for telegraph

ANNEX II

MACHINERY, EQUIPMENT, TOOLS AND MATERIALS TO BE PROVIDED FOR THE CENTRE

- (1) Equipment and materials for research concerning radio, carrier, telegraph, telephone and exchange
- (2) Measuring instruments and tools
- (3) Testing materials and machinery
- (4) Vehicles (field testing-cars)
- (5) Machinery tools for metal work
- (6) Other minor equipment and materials necessary for research

ANNEX III

- (1) Director
- (2) Requisite technical staff including research engineers and their assistants
- (3) Administrative staff including typists, clerks, telephonists, watchmen, drivers and messengers
- (4) Miscellaneous staff

ANNEX IV

PARTICULARS OF BUILDINGS TO BE PROVIDED FOR THE
CENTRE

Building for the following rooms and facilities:

- (1) Practical experimental rooms for radio, carrier, telegraph, telephone, exchange, etc.
- (2) Adequate office facilities
- (3) Testing work-shop
- (4) Storehouse for space parts and materials
- (5) Garage
- (6) Electric power plant
- (7) Miscellaneous rooms

(Japanese Note)

Karachi, 16th November, 1963.

Dear Secretary,

I have the honour to refer to the Agreement between the Government of Japan and the Government of Pakistan concerning the Establishment of Telecommunication Research Centre signed today, and to confirm, on behalf of the Government of Japan, the following understandings reached between the representatives of the two Governments with respect to the Agreement.

(1) With reference to Article V (2) (b) of the Agreement, the term "maintenance" shall be interpreted to include supply of replacements for machinery parts, equipment and tools when required by the Centre for its operation.

(2) With reference to Article VIII (1) of the Agreement, the commencement of "the operation of the Centre" refers to the date on which the research or training of the Centre is commenced, and which is to be designated by the Government of Pakistan in consultation with the advisor and notified thereby to the Government of Japan.

(3) The Government of Pakistan will make every endeavour to observe the following time schedule for the completion of the Centre buildings and residential accommodation for the Japanese staff;

(a) The Centre buildings by March, 1964.

(b) The residential accommodation for the Japanese staff by December, 1963.

(4) Subject to the time schedule mentioned in (3) above, the Government of Japan will make every endeavour to observe the following time schedule for the supply of the equipment and for the assignment of the Japanese staff;

(a) The arrival in Pakistan of the first shipment of the equipment by December, 1963, and the last shipment by April, 1964.

(b) The assignment of the Japanese staff by January, 1964.

I have further the honour to propose that the present Note and your Note in reply confirming the above understandings shall be regarded as constituting an agreement between the two Governments.

I avail myself of this opportunity to renew to you, Sir, the assurances of my highest consideration.

(Signed) Masayoshi Kakitsubo
(MASAYOSHI KAKITSUBO)
Ambassador of Japan in
Pakistan

(Pakistani Note)

Karachi, 16th November, 1963.

Monsieur, l'Ambassadeur,

I have the honour to acknowledge receipt of Your Excellency's Note of to-day's date which reads as follows:

(Japanese note)

I have further the honour to confirm, on behalf of the Government of Pakistan, the above understandings as stated in Your Excellency's Note and to agree that your Note and the present Note in reply shall be regarded as constituting an agreement between the two Governments.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

(Signed) S. Osman Ali
(S. OSMAN ALI)
Secretary to the Government
of Pakistan,
Economic Affairs Division,
President's Secretariat.

13-1 EXCHANGE OF NOTE CONCERNING PROLONGATION OF
THE AGREEMENT BETWEEN THE GOVERNMENT OF
JAPAN AND THE GOVERNMENT OF PAKISTAN
CONCERNING THE ESTABLISHMENT OF TELE-
COMMUNICATION RESEARCH CENTRE

(Pakistani Note)

Islamabad, 15th November, 1967.

Excellency,

With reference to the Agreement between the Government of Pakistan and the Government of Japan for the Establishment of Telecommunication Research Centre signed at Karachi on November 16, 1963, I have the honour to confirm, on behalf of the Government of Pakistan, the agreement reached recently between the representatives of the two Governments that the above-mentioned Agreement shall be extended until June 30, 1969, in accordance with the provisions of Article IX (3) thereof, with the understanding that the term "three" in Article VIII (2) of the above-mentioned Agreement is deemed to read "five".

I should be grateful if Your Excellency would be good enough to confirm, on behalf of the Government of Japan, the agreement set out above.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

(Signed) I. A. Khan
SQA, CSP.
Secretary to the Government
of Pakistan

His Excellency
Mr. Hiroto Tanaka,
Ambassador Extraordinary and
Plenipotentiary of Japan in
Pakistan

(Japanese Note)

Islamabad, 15th November, 1967.

Excellency,

I have the honour to acknowledge receipt of your note of today's date, which reads as follows:

"(Pakistani Note)"

I have further the honour to confirm, on behalf of the Government of Japan, the agreement set out above.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

(Signed) HIROTO TANAKA
Ambassador Extraordinary and
Plenipotentiary of Japan
in Pakistan.

His Excellency
Mr. I. A. Khan, SQA, CSP.
Secretary to the Government
of Pakistan,
Economic Affairs Division,

14. AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF KENYA FOR THE ESTA-
BLISHMENT OF TRAINING AND RESEARCH CENTRE
FOR SMALL SCALE INDUSTRIES

Signed at Nairobi, July 30, 1964
Entered into force, July 30, 1964

The Government of Japan and the Government of Kenya, earnestly desiring to advance economic and technical co-operation between the two countries and thereby to strengthen the friendly relations between the two countries, have agreed as follows:

ARTICLE I

The two Governments shall co-operate with each other in establishing a Training and Research Centre for Small Scale Industries (hereinafter referred to as "the Centre") at Nakuru, Kenya, which shall perform the following functions for the purpose of improving production and management techniques in small scale industries in Kenya:

- (a) practical and theoretical training of Kenya technicians and managers;
- (b) research pertaining to the above-mentioned training;
- (c) provision of consultative services.

ARTICLE II

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense the services of a Japanese Principal and of requisite Japanese teaching and technical staff (hereinafter jointly referred to as "the Japanese staff") as listed in Annex I.

(2) The Japanese staff and their families shall be granted privileges, exemptions and benefits as mentioned in Annex II, and shall be granted privileges exemptions and benefits no less favourable than those granted to the experts of third countries under similar circumstances.

ARTICLE III

- (1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense training and teaching materials, machinery, equipment, tools and spare parts required for the establishment of the Centre.
- (2) The articles referred to above shall become the property of the Government of Kenya upon being delivered c.i.f. to the Kenya authorities concerned at the port of Mombasa.
- (3) The articles shall be utilized exclusively for the purpose of the Centre under the supervision of the Japanese Principal.

ARTICLE IV

In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to grant training awards for training in Japan to Kenya nationals who shall be employed later as assistant technical staff of the Centre.

ARTICLE V

The Government of Kenya undertake to bear claims, if any arise, against the Japanese staff resulting from, occurring in the course of, or otherwise connected with the bonafide discharge of their functions in Kenya covered by this Agreement.

ARTICLE VI

- (1) The Government of Kenya shall provide at their own expense:
 - (a) the services of a Kenyan Assistant Principal and of requisite Kenyan assistant technical and administrative staff as listed in Annex III;
 - (b) requisite buildings as listed in Annex IV as well as lands and incidental facilities required thereof;
 - (c) supply or replacement of machinery, equipment and tools, and any other materials necessary for the

operation of the Centre, except those provided by the Government of Japan under Article III (1) at the time of the establishment of the Centre;

- (d) suitable furnished accommodation for the Japanese staff and their families and transportation facilities for the Japanese staff on duty.
- (2) The Government of Kenya shall meet:
- (a) customs duties, internal taxes and other similar charges, if any, imposed in Kenya in respect of the articles referred to in Article III;
 - (b) expenses necessary for the transportation of the articles to be provided by the Government of Japan within Kenya as well as for the installation, operation and maintenance thereof;
 - (c) any other expenses necessary for the operation of the Centre.

ARTICLE VII

The Principal shall be responsible for the general administration of the Centre, and the Assistant Principal shall assist the Principal.

ARTICLE VIII

There shall be mutual consultation between the two Governments for the purpose of advancing the objectives of the Centre and of successfully promoting close co-operation in operating the Centre.

ARTICLE IX

- (1) The two Governments shall endeavour to commence the operation of the Centre within one year from the entry into force of this Agreement.
- (2) The services of the Japanese staff for the operation of the Centre will be provided for a period of three years during the validity of this Agreement.

ARTICLE X

- (1) This Agreement shall enter into force on the date of

its signature,

(2) This Agreement shall remain in force for a period of four years from the entry into force of this Agreement.

(3) This Agreement may be extended by mutual agreement for a further specified period.

Done in duplicate in English at Nairobi on this 30th day of July, 1964, both texts being equally authentic.

For the Government of Japan:
(Signed) Yoshio Yamamoto

For the Government of Kenya:
(Signed) Gikonyo Kiano

ANNEX I

LIST OF THE JAPANESE STAFF AT THE CENTRE

- (1) Principal
- (2) Technical staff in the fields of:
 - Millwrights (Blacksmith, sheetmetal and welding)
 - Electric components and machines
 - Tailoring and dressmaking
 - Furniture-making and joinery
 - Assembling and repair of small machinery and equipment, including bicycles, scooters, auto-cycles, crushers, mixers engines etc.
 - Leather-working
- (3) Expert for management
- (4) Expert for Research and Consultation.

ANNEX II

PRIVILEGES, EXEMPTIONS AND BENEFITS

- 1.(a) Exemption from the payment of customs duties on all goods imported for the personal use of the Japanese staff and any members of their families forming part of their household for the same period from the date

of their arrival in Kenya as is granted to other similar technical mission.

- (b) Importation of a car each members of the Japanese staff duty-free from Bond within the same period from the date of arrival in Kenya as is granted to other similar technical missions.
- (c) Exemption from the payment of income tax, graduated personal tax and hospital contribution on his emoluments received from overseas.

2. Medical services and facilities as provided for officers of the Government of Kenya.

ANNEX III

LIST OF THE KENYAN STAFF AT THE CENTRE

- (1) Assistant Principal
- (2) Assistant technical staff
Assistants who work with the Japanese staff in each field mentioned in Annex I (2)
- (3) Administrative staff
Including clerks, typists, messengers, watchmen etc.

ANNEX IV

PARTICULARS OF BUILDINGS TO BE PROVIDED FOR THE CENTRE

Principal's room
Assistant Principal's room
Staff room
Library
Workshops and classrooms
Assembly room
General purpose rooms
Dormitory
Canteen
Ablutions
Garage

14-1 EXCHANGE OF NOTES CONCERNING PROLONGATION
OF THE AGREEMENT BETWEEN THE GOVERNMENT
OF KENYA FOR THE ESTABLISHMENT OF TRAINING
AND RESEARCH CENTRE FOR SMALL SCALE
INDUSTRIES

(Kenyan Note)

30th July 1968

Sir,

With reference to the Agreement between the Government of Kenya and the Government of Japan for the Establishment of a Training and Research Centre for Small Scale Industries signed at Nairobi, July 30, 1964, I have the honour to confirm, on behalf of the Government of Kenya, the following agreement reached recently between the representatives of the two Governments:

(1) The above-mentioned Agreement shall be extended until July 29, 1970, in accordance with the provisions of Article X (3) thereof with the understanding that the term "three" in Article IX (2) of the Agreement is deemed to read "five".

(2) Annex I (2) shall be amended by inserting the term "foundry" after the term "Black-smith" with a view to introducing an additional curriculum of foundry course at the Centre.

I should be grateful if you would be good enough to confirm, on behalf of the Government of Japan, the agreement set out above.

I avail myself of this opportunity to renew to you the assurance of my high consideration.

(Signed) Mwai Kibaki
Minister for Commerce
and Industry

Mr. Taizo Watanabe,
Chargé d'Affaires ad interim,
Embassy of Japan,
P.O. Box 20202,
Nairobi.

(Japanese Note)

30th July 1968

Excellency,

I have the honour to acknowledge receipt of your note of today's date, which reads as follows:

"(Kenyan Note)"

I have further the honour to confirm, on behalf of the Government of Japan, the agreement set out above.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

(Signed) Taizo Watanabe
Chargé d'Affaires ad interim
of Japan

The Hon, Mwai Kibaki
Minister for Commerce & Industry
P.O. Box 30090
Nairobi

15. AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF THE KINGDOM OF THAI-
LAND CONCERNING THE ESTABLISHMENT OF
TECHNICAL TRAINING CENTRE FOR ROAD CONS-
TRUCTION

Signed at Bangkok, November 16, 1964
Entered into force, November, 16, 1964

The Government of Japan and the Government of the Kingdom of Thailand, earnestly desiring to advance the economic and technical cooperation between the two countries and thereby to strengthen further the friendly relations which traditionally exist between the two countries, have agreed as follows:

ARTICLE I

- (1) The two Governments shall cooperate with each other in establishing a Technical Training Centre for Road Construction (hereinafter referred to as "the Centre") at Songhkla in Thailand.
- (2) The function of the Centre shall be to render training and guidance to Thai engineers and technicians in the design, construction and maintenance of road, as well as operation of machinery and equipment used in road construction.
- (3) The construction work of feeder roads by the Government of the Kingdom of Thailand in the southern part of Thailand will be made available for the training and guidance of the Centre.

ARTICLE II

- (1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense the services of a Japanese director and requisite Japanese technical experts (hereinafter jointly referred to as "the Japanese staff") as listed in Annex I.
- (2) The Japanese staff and their families shall be granted privileges, exemptions and benefits as mentioned in Annex II,

and shall be granted privileges, exemptions and benefits no less favourable than those granted to the experts of third countries under similar circumstances.

(3) The Government of the Kingdom of Thailand shall, in so far as necessary for the work of the Centre, grant residence permits to the Japanese staff and their families, and labour permits to the Japanese staff.

ARTICLE III

(1) In accordance with laws and regulations in force in Japan, the Government of Japan shall take necessary measures to provide at their own expense equipment, machinery, tools and spare parts required for the establishment of the Centre as listed in Annex III.

(2) The articles referred to above shall become the property of the Government of the Kingdom of Thailand upon being delivered c.i.f. to the Thai authorities concerned at the port of Bangkok or at other entries to Thailand.

(3) The Government of the Kingdom of Thailand shall utilize these articles exclusively for the purpose of this Agreement.

ARTICLE IV

The Government of the Kingdom of Thailand undertake to bear claims, if any arise, against the Japanese staff resulting from, occurring in the course of, or otherwise connected with the bona fide discharge of their functions in Thailand covered by this Agreement.

ARTICLE V

(1) The Government of the Kingdom of Thailand shall take necessary measures to provide at their own expense:

- (a) a Thai project manager and requisite Thai technical and administrative staff as listed in Annex IV;
- (b) requisite buildings as listed in Annex V as well as incidental facilities and land required therefor;

- (c) supply or replacement of equipment, machinery, tools and spare parts, and any other materials necessary for the operation of the Centre, except those provided by the Government of Japan under Article III (1) at the time of the establishment of the Centre;
 - (d) suitable furnished accommodation for the Japanese staff and their families and transportation facilities for the Japanese staff in the course of their duty under the Agreement.
- (2) The Government of the Kingdom of Thailand shall take necessary measures to meet:
- (a) customs duties, internal taxes and other similar charges, if any, imposed in Thailand in respect of the articles referred to in Article III;
 - (b) expenses necessary for the transportation within Thailand of the articles referred to in Article III, as well as for the installation, operation and maintenance thereof;
 - (c) any other running expenses necessary for the maintenance and operation of the Centre to be agreed upon in a separate Exchange of Notes.

ARTICLE VI

The Japanese director shall be responsible for the training and guidance of the Centre referred to in Article I, while the Thai project manager shall be responsible for operation and all administrative matters pertaining to the function of the Centre.

ARTICLE VII

There shall be mutual consultation between the two Governments for the purpose of advancing the objectives of the Centre and of successfully promoting Japanese-Thai cooperation in operating the Centre.

ARTICLE VIII

- (1) The operation of the Centre shall be commenced within one year from the date of the entry into force of the Agreement.

(2) The services of the Japanese staff for the operation of the Centre will be provided for a period of three years during the validity of this Agreement.

ARTICLE IX

(1) This Agreement shall come into force on the date of its signature.

(2) This Agreement shall remain in force for a period of four years from the date of its signature.

(3) This Agreement may be extended by mutual agreement for a further specified period.

Done in duplicate in English at Bangkok on this 16th day of November, 1964.

For the Government of
Japan:
(Signed) Yoshio Kasuya
(Yoshio Kasuya)
Ambassador

For the Government of
the Kingdom of Thailand:
(Signed) P. Sarashin
(Pote Sarashin)
Minister of National Develop-
ment

ANNEX I

LIST OF THE JAPANESE STAFF

Director
Experts for civil engineering
Experts for machinery
Co-ordinator

ANNEX II

PRIVILEGES, EXEMPTIONS AND BENEFITS

(1) Exemption from the payment of the income tax and any other charges of a similar character imposed on remuneration received from abroad.

(2) Exemption from import and export duties and any other charges in respect of reasonably necessary personal

possessions, including one motor vehicle per family, which they may introduce into Thailand from Japan within six months of their first arrival to take up their assignment in Thailand.

(3) Such other privileges, exemptions and benefits, if any, as admissible to experts assigned to Thailand under the Colombo Plan.

ANNEX III

LIST OF EQUIPMENT, MACHINERY AND TOOLS

1. Clearing and grubbing equipment
2. Earth work equipment
3. Road maintenance equipment
4. Equipment for repairing and maintenance services
5. Soil testing instrument
6. Machinery and tools for workshop
7. Vehicles

ANNEX IV

LIST OF THE THAI STAFF

Project manager
Engineers
Junior engineers
Operators
Technicians for workshops
Clerks
Accountants
Drivers
Janitors
Watchmen
Interpreters (Thai-Japanese or Thai-English)

ANNEX V

PARTICULARS OF FACILITIES

- (1) Office building
- (2) Staff quarters
- (3) Training rooms
- (4) Workshop and repairshop
- (5) Dormitory for trainees
- (6) Garages
- (7) Stores
- (8) Laboratory
- (9) Training field
- (10) Other necessary facilities

(Japanese Note)

16 November 1964

Excellency,

I have the honour to refer to the Agreement between the Government of Japan and the Government of the Kingdom of Thailand concerning the Establishment of Technical Training Centre for Road Construction signed today and to confirm, on behalf of the Government of Japan, the following understandings between the two Governments:

I. Re. Article 1 (3):

- (1) For the training and guidance to the trainees of the Centre, the construction work of feeder roads, particularly that from Samrong to Matawee, will be provided for by the Government of the Kingdom of Thailand;
- (2) The Government of the Kingdom of Thailand shall be responsible for accomplishment of the construction work in general of the feeder roads as mentioned above, and shall be responsible in particular for;

- (i) the survey and the design for the construction of the feeder road from Samrong to Natawee, which shall be completed as soon as possible and in any event not later than March 1965.
 - (ii) the construction of bridges on the feeder road from Samrong to Natawee, the schedule for the construction of the bridges keeping pace with the construction of the said feeder road.
- (3) The standard of the feeder roads as mentioned in (1) above will be 8 M. in width with road surface of 5 M. paved with laterite and 50 cm above flood level.
- (4) The Government of the Kingdom of Thailand shall undertake to procure the land for gravel, laterite, sand and soil sites necessary for the construction of the feeder road, as mentioned in (1) above.

II. Re Article V, (1), (d):

The term "transportation facilities" shall include costs of fueling, maintenance and repairing of motor vehicles. It is understood that the provision of transportation facilities will be made in so far as such vehicles are used for the function of the Centre.

III. Re Article V, (2), (c):

"Any other running expenses necessary for the maintenance and operation of the Centre" shall include inter alia:

- (a) expenses for such official travels of the Japanese staff within Thailand as agreed upon by the Japanese director and the Thai project manager;
- (b) expenses for official correspondence by the Japanese staff including that from Thailand to Japan.

I have further the honour to request you to be good enough to confirm the foregoing understandings on behalf of the Government of the Kingdom of Thailand.

I avail myself of this opportunity to extend to Your Excellency the assurances of my highest consideration.

(Signed) Yoshio Kasuya
(Yoshio Kasuya)
Ambassador

His Excellency
Mr. Pote Sarashin
Minister of National Development

(Thai Note)

November 16, 1964

Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note of today's date with the following contents:

"Japanese Note"

On behalf of the Government of the Kingdom of Thailand I have the honour to confirm the understandings set forth in Your Excellency's Note.

Accept, Excellency, the assurances of my highest consideration.

(Signed) P. Sarashin
(Pote Sarashin)
Minister of National Development

His Excellency
Mr. Yoshio Kasuya
Ambassador Extraordinary and
Plenipotentiary of Japan
BANGKOK

11-1 SECOND AGREEMENT BETWEEN THE GOVERNMENT OF
JAPAN AND THE GOVERNMENT OF INDIA FOR THE
ESTABLISHMENT OF AGRICULTURAL DEMONSTRATION
FARMS

Signed at New Delhi, December 17, 1964
Entered into force, December 17, 1964

The Government of Japan and the Government of India;

Considering the successful achievement at the four
Agricultural Demonstration Farms established under the
Agreement between the Government of Japan and the Govern-
ment of India for the Establishment of Agricultural Demons-
tration Farms signed at New Delhi, on April 23, 1962, and

Desiring to advance further the economic and technical
cooperation between the two countries in the field of agri-
culture,

Have agreed to establish four new Agricultural Demons-
tration Farms as organizations of the respective State Govern-
ment at Gunter in the State of Andhra Pradesh, Mandya in the
State of Mysore, Ernakulam in the State of Kerala and Kolaba
in the State of Maharashtra on the following terms;

ARTICLE I

(1) The two Governments shall cooperate with each other in
the establishment of four new Agricultural Demonstration Farms
(hereinafter referred to as "the Farms"), which shall aim at
demonstrating agricultural techniques by Japanese technicians
and serve as centres for the field training of Indian agricul-
tural technicians and farms.

(2) The Farms will demonstrate improved agricultural machinery
and implements to be operated by manual, animal and machine
power with a view to assessing their suitability and accepta-
bility under Indian Conditions.

ARTICLE II

(1) In accordance with laws and regulations in force in Japan,
the Government of Japan will take necessary measures to provide

at their own expense the services of a Japanese project leader and requisite Japanese technical staff (hereinafter jointly referred to as "the Japanese staff") at each of the Farms.

(2) The Japanese staff shall be granted privileges, exemptions and benefits as admissible to experts assigned to India under the Colombo Plan.

ARTICLE III

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take, at the time of the establishment of the Farms, necessary measures to provide at their own expense machinery, equipment, tools, spare parts and other materials required for the establishment and operation of the Farms as outlined in Annex I.

(2) The articles referred to above shall become the property of the Government of India upon being delivered c.i.f. at the port of disembarkation in India to the India authorities concerned.

(3) These articles shall be utilized exclusively for the purpose of the operation of the Farms under the supervision of the Japanese project leader at each of the Farms.

ARTICLE IV

The Government of India undertake to bear claims, if any arise, against the Japanese staff resulting from, occurring in the course of, or otherwise connected with the bona fide discharge of their functions in India covered by this Agreement.

ARTICLE V

(1) The Government of India undertake to provide at their own expense:

- (a) an Indian manager (hereinafter referred to as "the farm manager") and requisite Indian technical and administrative staff at each of the Farms;
- (b) requisite buildings and farm land as listed in Annex II as well as incidental facilities and land required therefor;

- (c) supply of replacement of machinery, equipment and tools and any other materials necessary for the operation of the Farms and available in India, except those provided by the Government of Japan under Article III (1) at the time of the establishment of the Farms;
 - (d) suitable furnished accommodation for the Japanese staff and their families
- (2) The Government of India undertake to meet;
- (a) customs duties, internal taxes and other similar charges, if any, imposed in India in respect of the articles referred to in Article III;
 - (b) expenses necessary for the transportation and installation of the articles referred to in Article III within India.

ARTICLE VI

- (1) Running expenses necessary for the operation of each of the Farms shall be provided by the Government of India.
- (2) The Government of India shall provide each of the Farms with such additional financial assistance as may be required for its operation.
- (3) To facilitate the smooth operation of the Farms the Government of India shall take necessary measures to place sufficient funds for each of the Farms at the disposal of the farm manager in time.

ARTICLE VII

Each of the Japanese project leaders shall be responsible for all technical matters pertaining to the operation of the respective farm, while each of the farm managers shall be in overall administrative and financial charge of the respective farm.

ARTICLE VIII

There shall be mutual consultation between the two Governments for the purpose of advancing the objectives of

the Farms and of successfully promoting close cooperation between the two countries in operating the Farms.

ARTICLE IX

- (1) The operation of each of the Farms shall be commenced within one year from the entry into force of this Agreement.
- (2) The services of the Japanese staff for the operation of each of the Farms will be provided for a period of three years during the validity of this Agreement.

ARTICLE X

- (1) This Agreement shall enter into force on the date of its signature.
- (2) This Agreement shall remain in force for a period of four years from the entry into force of this Agreement.
- (3) This Agreement may be extended by mutual agreement for a further specified period.

Done in duplicate in English at New Delhi on this 17th day of December, 1964.

For the Government of Japan.
(Signed) Koto Matsudaira
(KOTO MATSUDAIRA)
Ambassador Extraordinary
and Plenipotentiary

For the Government of India:
(Signed) S. Bhoothalingam
(S. BHOOTHALINGAM)
Secretary, Ministry of
Finance, Department of
Economic Affairs.

ANNEX I

MACHINERY, EQUIPMENT, TOOLS, SPARE PARTS AND OTHER MATERIALS TO BE PROVIDED FOR THE FARMS

- (1) Agricultural machinery and implements and their spare parts
- (2) Materials for the initial period of farming such as pesticides, fertilizers etc.
- (3) Tools and instruments for testing work

- (4) Materials necessary for experimental work including chemicals and fertilizers
- (5) Tools and implements for meteorological survey
- (6) Vehicles
- (7) Other necessary minor equipment

ANNEX II

PARTICULARS OF BUILDINGS AND LAND TO BE PROVIDED
FOR THE FARMS

(I) Buildings for the following rooms and facilities at each of the Farms:

- (1) Office
- (2) Storehouse for chemicals, fertilizers and seeds
- (3) Hay shed
- (4) Poultry shed
- (5) Shed for machinery and equipment
- (6) Cattle shed
- (7) Storehouse for crops
- (8) Storehouse for fuel
- (9) Garage

(II) Farm land for cultivation of about 10 acres with irrigation and drainage system and farm roads at each of the Farms

11-2 MEMORANDUM OF UNDERSTANDING RELATING TO
THE SECOND AGREEMENT BETWEEN THE GOVERN-
MENT OF JAPAN AND THE GOVERNMENT OF INDIA
FOR THE ESTABLISHMENT OF AGRICULTURAL
DEMONSTRATION FARMS

1. Re Article II, paragraph (2):

- i) It is understood that in the event of any more favourable terms being given to any experts of third countries in similar circumstances the provisions of this Agreement shall also be suitable modified.
- ii) It is understood that one camera, one cinecamera and one transistorradio are also included amongst the items which each member of the Japanese staff is permitted to import free of duty.
- iii) It is also understood that official travels under the Colombo Plan shall be interpreted to include:
 - a) travels by the Japanese staff for official discussions or meetings when recognized as necessary by the Indian authorities and the Japanese project leader at each of the Farms;
 - b) travels by the Japanese staff for extension activities.

2. Re Article V, paragraph (1), subparagraph (b):

"Suitably furnished accommodation for the Japanese staff and their families" is understood to mean such residential accommodation comprising the sitting room, bedroom, bathroom, toilet, kitchen, store room and veranda as befits the status of the Japanese staff. Each accommodation is to be equipped with electricity and water supply facilities wherever possible. Regarding electricity, it is understood that the Government of India shall provide necessary generators where electricity is not available. The term "furnished" shall be interpreted to include a reasonable number of fans. A telephone will be provided at the residence of the Japanese project leader wherever possible.

It is also understood that in case the residential accommodation is not ready by the time the Japanese staff

and their families arrive in India, the Japanese staff and their families will be accommodated at suitable lodgings at the expense of the Government of India.

3. Re Article VI:

The Government of India shall provide each of the Farms with fund not less than Rs 7,500 for the initial running expenses.

4. Re Article VII: .

It is understood that "all technical matters" shall include planning of the farm management. It is further understood that each of the Japanese project leaders shall be fully informed of, and closely consulted with on, the matters of agricultural income and expenditure of the respective Farms.

5. Re Article IX, paragraph (1):

It is understood that the commencement of "the operation of each of the Farms" refers respectively to the date on which the demonstration is commenced at the respective farm and which is to be designed by the Government of India in consultation with the Japanese project leader and notified thereby in writing to the Government of Japan.

6. Re Annex II (I), (1);

It is understood that a telephone will be provided at the office room of the Japanese project leader wherever possible.

New Delhi, 17th December, 1964

S. B.
K. M.

17. AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF THE REPUBLIC OF THE
PHILIPPINES CONCERNING THE ESTABLISHMENT
OF TECHNOLOGICAL AND DEVELOPMENT CENTRE
FOR COTTAGE AND SMALL-SCALE INDUSTRIES

Signed at Tokyo, September 29, 1966
Entered into force, September 29, 1966

The Government of Japan and the Government of the Republic of the Philippines, earnestly desiring to advance the economic and technical cooperation between the two countries and thereby to strengthen further the friendly relations existing between the two countries, have agreed as follows:

ARTICLE I

There shall be established a Technological and Development Centre for Cottage and Small-Scale Industries (hereinafter referred to as "the Centre"), in Marikina, Rizal, which shall execute the following activities for the purpose of improving production and developing techniques in cottage and small-scale industries in the Philippines:

- (a) Practical and theoretical training of the Filipino technicians in the field of small-scale industries;
- (b) demonstration and introduction of modern techniques and machinery for small-scale industries;
- (c) research with a view to improving techniques in commercial production and marketing;
- (d) research and testing pertaining to the design of production and development of machinery in small-scale industries.

ARTICLE II

1. In accordance with laws and regulations in force in Japan, the Government of Japan will provide at their own expense the services of Japanese experts as listed in Annex I. The services of the Japanese experts shall be provided

through the normal procedures under the Colombo Plan Technical Cooperation Scheme.

2. The Japanese experts and their families shall be granted the same privileges, exemptions, benefits and allowances as admissible to the experts assigned to the Philippines under the Colombo Plan.

ARTICLE III

1. In accordance with laws and regulations in force in Japan, the Government of Japan will provide at their own expense suitable teaching aids, machinery, equipment, tools, spare parts and other materials required for the establishment and efficient operation of the Centre as outlined in Annex II.

2. The Government of Japan will deliver the aforementioned articles, c.i.f., Manila, and such articles shall be consigned to, and shall become the property of the Government of the Philippines upon acceptance by the Filipino authorities concerned at the port of Manila.

3. The aforementioned articles shall be utilized exclusively for the purpose of the Centre with the advice of the Japanese Chief Advisor referred to in Annex I.

ARTICLE IV

1. In accordance with laws and regulations in force in the Philippines, the Government of the Philippines will provide at their own expense:

- (a) the services of a Filipino Director and requisite Filipino counterpart technicians and other staff as listed in Annex III;
- (b) requisite land and suitable buildings and facilities required for the efficient operation of the Centre as listed in Annex IV;
- (c) raw materials and any additional machinery, equipment and tools necessary for the operation of the Centre.

2. In accordance with laws and regulations in force in the

Philippines, the Government of the Philippines will undertake necessary measures to meet:

- (a) customs duties, internal taxes and other charges, if any, imposed in the Philippines in respect of the articles referred to in Article III;
- (b) expenses necessary for the transportation of the articles referred to in Article III within the Philippines as well as for the installation, operation and maintenance thereof;
- (c) any other expenses necessary for the operation of the Centre.

ARTICLE V

The Filipino Director shall be responsible for overall administration including technical matters of the Centre, while the Japanese Chief Advisor shall guide the training and research activities of the Centre in consultation with the Director. The Chief Advisor may give advice on the development of the cottage and small-scale industries in the Philippines to the Administrator of the National Cottage Industries Development Authority in coordination with the Director of the Centre.

ARTICLE VI

There shall be consultation between the two Governments for the purpose of advancing the objectives of the Centre and of successfully promoting the Japanese-Filipino cooperation in operating the Centre.

ARTICLE VII

1. The operation of the Centre shall be commenced within one year from the date of the entry into force of this Agreement.
2. The services of the Japanese experts for the operation of the Centre will be provided for a period of three years during the validity of this Agreement.

ARTICLE VIII

1. This Agreement shall come into force on the date of its signature.
2. This Agreement shall remain in force for a period of four years from the date of its signature.
3. This Agreement may be extended by mutual agreement for a further specified period.

Done in duplicate in English at Tokyo the twenty-ninth day of September, 1966.

For the Government of Japan:

(Signed) T. Shimoda

For the Government of the Republic
of the Philippines:

(Signed) J. S. Laurel III

ANNEX I

LIST OF THE JAPANESE EXPERTS AT CENTRE

- 1) Chief Advisor
- 2) Expert in ceramics
- 3) Expert in textile, fibercraft and weaving
- 4) Expert in forging and small machine parts manufacture
- 5) Expert in bambocraft and rattancraft
- 6) Expert in woodworking, including furniture and construction materials
- 7) Expert on consultation and management
- 8) Co-ordinator

ANNEX II

TECHING AIDS, MACHINERY, EQUIPMENT, TOOLS AND OTHER MATERIALS TO BE PROVIDED FOR THE CENTRE

- 1) Ceramic machines and equipment

- 2) Forging and small parts manufacturing machines and equipment
- 3) Woodworking machines and equipment
- 4) Rattancraft and bamboocraft machines and equipment
- 5) Textile, fibercraft and weaving machines and equipment
- 6) Tools and implements
- 7) Teaching aids, including audio-visual equipment
- 8) Mini-bus

ANNEX III

LIST OF THE FILIPINO STAFF AT THE CENTRE

- 1) Director
- 2) Technical staff:
Assistants working with the Japanese experts in each training course
- 3) Administrative staff:
Drivers
Typists
Clerks
Accountants
Messengers
Watchmen
etc.

ANNEX IV

BUILDINGS TO BE PROVIDED FOR THE CENTRE

- 1) Main building
- 2) Director and Chief Advisor's rooms
- 3) Staff rooms
- 4) Offices

- 5) Training rooms and class-rooms
- 6) Workshops
- 7) Dormitory
- 8) Canteen
- 9) Garages
- 10) Servant quarters

AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF THE REPUBLIC OF
SINGAPORE CONCERNING THE ESTABLISHMENT OF
PROTOTYPE PRODUCTION AND TRAINING CENTER

Signed at Singapore, October 15, 1966
Entered into force, October 15, 1966

The Government of Japan and the Government of the Republic of Singapore, earnestly desiring to advance the economic and technical cooperation between the two countries, have agreed as follows:

ARTICLE I

There shall be established a Prototype Production and Training Centre (hereinafter referred to as "the Center") at River Valley Road in Singapore. The function of the Centre shall be to render practical and theoretical training in prototype production to engineers, technicians and skilled and semi-skilled workers in the Republic of Singapore.

For this purpose the Centre shall undertake into
alia:

- (a) to provide practical training applicable to actual production conditions in the Republic of Singapore;
- (b) to design, develop and produce metal products as models to the Singapore industry;
- (c) to develop and produce machines, tools and accessories as models to the Singapore metal working industry;
- (d) to develop special types of equipment for the Singapore industry to enable the improvement of production techniques;

- (e) to execute job orders on a non-commercial basis of certain specialised components which cannot be produced locally.

ARTICLE II

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense the services of a Japanese director and requisite Japanese technical experts (hereinafter jointly referred to as "the Japanese staff") as listed in Annex I.

(2) The Japanese staff and their families shall be granted privileges, exemptions and benefits as mentioned in Annex II and shall be granted privileges, exemptions and benefits no less favourable than those granted to the experts of any third country under similar circumstances.

ARTICLE III

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provided at their own expense equipment, machinery and tools as listed in Annex III required for the establishment of the Centre at the time of the establishment of the Centre.

(2) The articles referred to above shall become the property of the Government of the Republic of Singapore upon being delivered c.i.f. at the port of Singapore to the Singapore authorities concerned.

(3) The Government of the Ripublic of Singapore shall utilize these articles exclusively for the purpose of the Centre with the advice of the Japanese director.

ARTICLE IV

The Government of the Republic of Singapore undertakes to bear claims, if any arise, against the Japanese staff resulting from, occurring in the course of, or otherwise connected with the bona fide discharge of their functions in the Republic of Singapore covered by this Agreement.

ARTICLE V

(1) The Government of the Republic of Singapore shall take necessary measures to provide at their own expense:

- (a) a Singapore director and requisite Singapore counterpart engineers and other staff (hereinafter jointly referred to as "the Singapore staff") as listed in Annex IV;
- (b) requisite land and buildings, including those listed in Annex V as well as incidental facilities required therefor;
- (c) replacement of equipment, machinery and tools referred to in Article III and spare parts thereof and supply of any other materials necessary for the operation of the Centre;
- (d) suitable furnished accommodation and transportation facilities for the Japanese staff.

(2) The Government of the Republic of Singapore shall take necessary measures to meet:

- (a) customs duties, internal taxes and other similar charges, if any, imposed in the Republic of Singapore in respect of the articles referred to in Article III;
- (b) expenses necessary for the transportation within the Republic of Singapore of the articles referred to in Article III as well as for the installation, operation and maintenance thereof;

- (c) running expenses necessary for the maintenance and operation of the Centre.

ARTICLE VI

The Japanese director shall be responsible for the technical matters pertaining to the operation of the Centre, while the Singapore director shall be responsible for the administrative matters pertaining to the operation of the Centre. There shall be close cooperation between the Japanese and Singapore directors in connection with the operation of the Centre.

ARTICLE VII

There shall be mutual consultation between the two Governments for the purpose of advancing the objectives of the Centre and promoting cooperation between the two Governments in operating the Centre.

ARTICLE VIII

- (1) The operation of the Centre shall be commenced within one year from the date of coming into force of this Agreement.
- (2) The services of the Japanese staff for the operation of the Centre will be provided for a period of three years during the validity of this Agreement.

ARTICLE IX

- (1) This Agreement shall come into force on the date of its signature and remain in force for a period of four years.
- (2) This Agreement may be extended by mutual agreement for a further specified period.

Done in duplicate in English at Singapore on this
fifteenth day of October, 1966.

For the Government of Japan:

(Signed) Tsuneaki Ueda

For the Government of the Republic of Singapore:

(Signed) Hon Sui Sen

ANNEX I

List of the Japanese Staff

- (1) Director
- (2) Machine instructor
- (3) Machine skilled technician
- (4) Tool room instructor-cum-machine designer
- (5) Tool room technician
- (6) Metal product designer
- (7) Tool and die designer
- (8) Metallurgist
- (9) Co-ordinator
- (10) Other experts as may be mutually agreed upon

ANNEX II

Privileges, Exemptions and Benefits

- (1) Exemption from income tax and charges of any kind imposed on or in connection with remuneration received from abroad
- (2) Exemption from import and export duties and any other charges in respect of reasonably necessary personal and household effects, which is accorded to the experts of third countries
- (3) Free medical services and facilities similar to those provided to the experts of third countries
- (4) Such other privileges, exemptions and benefits as admissible to the experts assigned to the Republic of Singapore under similar circumstances.

ANNEX III

List of Equipment, Machinery and Tools

- (1) Equipment, machinery and tools for
 - (a) Machine shop
 - (b) Tools and die working shop
 - (c) Heat treatment shop
 - (d) Design and drawing room
 - (e) Basic training shop
- (2) Equipment, machinery and tools for other shops needed for the Centre

ANNEX IV

List of the Singapore Staff

- (1) Director
- (2) Technical staff:
Engineers, assistant engineers and technicians who will work with the Japanese staff in each training course
- (3) Administrative staff:
Drivers, typists, clerks, accountants, messengers, watchmen, etc.

ANNEX V

Buildings to be provided for the Centre

- (1) Main building
- (2) Workshop and office building
 - (a) Workshop
 - (b) Staff room
 - (c) Conference room
 - (d) Reception room
 - (e) Locker room with washing facilities
 - (f) Laboratory
- (3) Warehouses
- (4) Store of raw materials
- (5) Parking facilities

EXCHANGE OF NOTE CONCERNING PROLONGATION OF
THE AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE
CONCERNING THE ESTABLISHMENT OF PROTOTYPE
PRODUCTION AND TRAINING CENTRE

(Singapore Note)

Excellency,

With reference to the Agreement between the Government of the Republic of Singapore and the Government of Japan concerning the Establishment of Prototype Production and Training Centre signed on October 15, 1966, I have the honour to confirm, on behalf of the Government of the Republic of Singapore, the following agreement reached recently between the representatives of the two Governments;

The Agreement shall be extended until October 14, 1972, in accordance with the provisions of paragraph 2 of Article IX thereof, with the understanding that the term "three" in paragraph 2 of Article VIII is deemed to read "five".

I shall be grateful if Your Excellency would be good enough to confirm, on behalf of the Government of Japan, the agreement set out above.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

(Japanese Note)

Excellency,

I have the honour to acknowledge receipt of Your Excellency's note of today's date, which reads as follows:

"(Singapore Note)"

I have further the honour to confirm, on behalf of the Government of Japan, the agreement set out above.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF THE UNITED MEXICAN STATES

(Japanese Letter)

Monsieur le Ministre:

I have the honour to refer to the recent discussions which have taken place between representatives of the Government of Japan and the Government of the United Mexican States concerning technical cooperation in the field of telecommunication in the United Mexican States and to confirm the following arrangements agreed as a result of these discussions;

1. (1) In accordance with laws and regulations in force in Japan, the Government of Japan will render technical assistance in the field of telecommunication to "the Escuela de Capacitación en Comunicaciones Electricas" (hereinafter referred to as "the Escuela") of the Ministry of Communications and Transport of the Government of the United Mexican States.

(2) In order to implement the above technical assistance, the Government of Japan will offer the following technical training courses (hereinafter referred to as "the courses") at the Escuela, the objective of which will be to give practical and theoretical training to Mexican trainees with respect to the installation, operation and maintenance of telecommunication facilities:

- (a) Microwave;
- (b) Automatic Telegraph Exchange;
- (c) Radio Communication;
- (d) Carrier Transmission; and
- (e) System Design of Telephone Network

2. (1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense the services of a Japanese chief advisor and technical staff (hereinafter jointly referred to as "the Japanese staff") as follows:

- (a) Chief advisor;
- (b) Experts in microwave;
- (c) Expert in automatic telegraph exchange;
- (d) Expert in radio communication;
- (e) Expert in carrier transmission;
- (f) Expert in system design of telephone network; and
- (g) Coordinator.

(2) In accordance with laws and regulations in force in the United Mexican States, the Government of the United Mexican States shall grant the Japanese staff and their families the following privileges:

- (a) Exemption from income tax and fiscal charges of any kind imposed on or in connection with remuneration received from Japan;
- (b) Exemption from import and export duties and any other fiscal charges in respect of reasonably necessary personal and household effects, including one motor vehicle per family, provided that such personal and household effects should be reexported when their owner returns to Japan;
- (c) Free medical services and facilities; and
- (d) Any other treatment no less favourable than that granted to the experts of any third country or the United Nations under similar circumstances.

3. (1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary

measures to provide at their own expense equipment, machinery, tools and materials for microwave, automatic telegraph exchange and radio communication, etc., required for initiating the courses at the Escuela.

(2) These articles will become the property of the Government of the United Mexican States upon being believed c.i.f. to the Mexican authorities concerned at the port of Acapulco.

(3) These articles shall be utilized exclusively for the purpose of the Escuela with the advice of the Japanese chief advisor.

4. In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to grant training awards for technical training in Japan to a certain number of Mexican instructors or trainees at the Escuela. The grant of such training awards will be made through the normal procedures under the Latin America Technical Cooperation Scheme.

5. In accordance with laws and regulations in force in the United Mexican States, the Government of the United Mexican States shall insure each member of the Japanese staff in order to cover any damages to third parties that may result from the bona fide discharge of their functions in the United Mexican States covered by the present arrangements.

6. (1) In accordance with laws and regulations in force in the United Mexican States, the Government of the United Mexican States shall provide at their own expense:

(a) services of requisite Mexican counterpart engineers;

(b) office, classrooms and facilities required for the efficient operation of the courses;

(c) supply or replacement of the equipment, machinery, tools and any other materials necessary for the courses; and

(d) transportation facilities for the Japanese staff.

(2) In accordance with laws and regulations in force in the United Mexican States, the Government of the United Mexican States shall meet.

(a) customs duties and other similar charges, if any, imposed in the United Mexican States in respect of the articles referred to in 3.;

(b) expenses necessary for the transportation within the United Mexican States of the articles referred to in 3., as well as for the installation, operation and maintenance thereof; and

(c) any other running expenses necessary for the courses.

7. The Principal of the Escuela and the Japanese chief advisor shall be jointly responsible for formulation and implementation of the curricula of the courses covered by the present arrangements.

8. There shall be mutual consultation between the two Governments for the purpose of successfully promoting close cooperation in conducting the courses at the Escuela.

9. The courses at the Escuela will be commenced within one year from the date of entry into force of the present arrangements and the services of the Japanese staff for the courses of the Escuela will be provided for a period of three years.

10. The present arrangements shall remain in force for a period of four years and may be extended by mutual agreement for a further specified period.

I have the honour to propose, on behalf of Government, that the present note and your reply confirming the above arrangements shall constitute an agreement between the Government of Japan and the Government of the United Mexican States which shall enter into force on the date of the reply.

I avail myself of this opportunity to renew to Your Excellency, Monsieur le Ministre, the assurances of my highest consideration.

(Carta Mexicana)

Señor Embajador:

Tengo a honra referirme a la atanta nota de Vuestra Excelencia número 284-82/67 fechada el día de hoy, cuyo texto vertido al español es el siguiente:

"Tengo a honra referirme a las conversaciones recientemente celebradas entre Representantes del Gobierno del Japón y del Gobierno de los Estados Unidos Mexicanos, relativas a la cooperación técnica en los Estados Unidos Mexicanos en el ramo de telecomunicaciones y confirmar los siguientes arreglos a que se llegó como resultado de esas conversaciones:

1. (1) El Gobierno del Japón, de acuerdo con las leyes y reglamentos vigentes en el Japón, proporcionará asistencia técnica en el ramo de telecomunicaciones a la Escuela de Capacitación en Comunicaciones Eléctricas (que en lo sucesivo se denominaba "la Escuela") de la Secretaría de Comunicaciones y Transportes del Gobierno de los Estados Unidos Mexicanos.

(2) Con el objeto de prestar dicha asistencia técnica, el Gobierno del Japón impartirá en la Escuela los cursos de adiestramiento técnico que se mencionan a continuación (que en lo sucesivo se denominarán "los cursos"); el objetivo de dichos cursos sera adiestrar teórica y prácticamente a alumnos mexicanos en meteria de instalación, funcionamiento y mantenimiento de instalaciones de telecomunicaciones:

- (a) Microondas;
- (b) Conmutador telegráfico automático;
- (c) Radiocomunicación;
- (d) Portadoras de transmisión; y
- (e) Diseño de sistema de red telefónica.

2. (1) El Gobierno del Japón, de acuerdo con las leyes y reglamentos vigentes en el Japón, tomará las medidas necesarias para suministrar, por su cuenta, los servicios de un Asesor Principal japonés y del personal técnico siguientes (que en lo sucesivo se denominarán conjuntamente "personal japonés"):

- (a) Un Asesor Principal;
- (b) Expertos en microondas;
- (c) Un Experto en conmutador telegráfico automático;
- (d) Un Experto en radiocomunicación;
- (e) Un Experto en portadoras de transmisión;
- (f) Un Experto en diseño de sistema de red telefónica;
y
- (g) Un Coordinador.

(2) El Gobierno de los Estados Unidos Mexicanos, de acuerdo con las leyes y reglamentos vigentes en los Estados Unidos Mexicanos, otorgará al personal japonés y a sus familias los siguientes privilegios:

- (a) Exención del pago del Impuesto sobre la Renta y de cualesquier otras cargas fiscales sobre, o en conexión a las remuneraciones que perciban del Japón;
- (b) Exención de impuestos de importación y exportación, y cualesquier otras cargas relacionadas con la internación de sus efectos y artículos para el hogar que sean razonablemente necesarios, incluyendo un automóvil por cada familia, a condición de que tales efectos y artículos sean reexportados al regresar sus propietarios al Japón;
- (c) Atención y servicios médicos gratuitos; y
- (d) Cualquier otro tratamiento no menos favorable que el que se otorga a expertos de cualquier otro país o de las Naciones Unidas en circunstancias similares.

3. (1) El Gobierno del Japón, de acuerdo con las leyes y reglamentos vigentes en el Japón, tomará las medidas necesarias para suministrar, por su cuenta, el equipo, la maquinaria, las herramientas y el material para microondas, conmutador telegráfico automático, radiocomunicación, etc. que se requieran para iniciar los cursos en la Escuela.

(2) Los efectos mencionados en el párrafo anterior pasarán a ser propiedad del Gobierno de los Estados Unidos Mexicanos en el momento de su entrega c.i.f. en el puerto de Acapulco a las autoridades mexicanas correspondientes.

(3) Dichos efectos se utilizarán exclusivamente para los fines de la Escuela en consulta con el Asesor Principal japonés.

4. El Gobierno del Japón, de acuerdo con las leyes y reglamentos vigentes en el Japón; tomará las medidas necesarias para otorgar becas de adiestramiento técnico en el Japón a un determinado número de instructores o alumnos mexicanos de la Escuela. El otorgamiento de las mencionadas becas se hará con arreglo a los procedimientos normales del Programa de Cooperación Técnica con la América Latina.

5. El Gobierno de los Estados Unidos Mexicanos, de acuerdo con las leyes y reglamentos vigentes en los Estados Unidos Mexicanos, asegurará a cada miembro del personal japonés para cubrir cualquier daño a terceros que pueda resultar del desempeño en buena fe, de sus funciones en los Estados Unidos Mexicanos de acuerdo con los presentes arreglos.

6. (1) El Gobierno de los Estados Unidos Mexicanos, de acuerdo con las leyes y reglamentos vigentes en los Estados Unidos Mexicanos, se compromete a suministrar, por su cuenta;

(a) Los servicios de ingenieros mexicanos como contraparte de los expertos japoneses que se requieran;

(b) Las oficinas, aulas e instalaciones necesarias para el desarrollo eficaz de los cursos;

(c) El suministro o reposición de equipo, maquinaria, herramientas y cualesquier otros materiales que sean necesarios para los cursos; y

(d) Facilidades de transporte para el personal japonés.

(2) El Gobierno de los Estados Unidos Mexicanos, de acuerdo con las leyes y reglamentos vigentes en los Estados Unidos Mexicanos, se compromete a:

(a) Eximir o absorber el pago de impuestos aduanales y otras cargas similares, si los hubiese, que se impongan en los Estados Unidos Mexicanos a los efectos especificados en el punto 3.:

(b) Cubrir los gastos necesarios de transporte, dentro de los Estados Unidos Mexicanos, de los artículos mencionados en el punto 3, así como los gastos necesarios de instalación, funcionamiento y mantenimiento de los mismos efectos; y

(c) Hacerse cargo de los demás gastos de operación necesarios para los cursos.

7. El Director de la Escuela y el Asesor Principal japonés serán conjuntamente responsables de la formación y la ejecución del programa de los cursos a que se refieren los presentes arreglos.

8. Los dos Gobiernos se consultarán mutuamente con el objeto de lograr una estrecha cooperación en el desarrollo de los cursos en la Escuela.

9. Los cursos en la Escuela se iniciarán dentro de un año contado desde la fecha en que entren en vigor los presentes arreglos y los servicios del personal japonés para los cursos serán proporcionados por un período de tres años.

10. Los presentes arreglos tendrán una vigencia de cuatro años y podrán ser prorrogados por mutuo acuerdo por un período adicional que se especificará en su caso.

Tengo a honra proponer, a nombre de mi Gobierno, que la presente nota y la de Vuestra Excelencia en que confirme su aceptación de los citados arreglos, constituyen un Acuerdo entre el Gobierno del Japón y el Gobierno de los Estados Unidos Mexicanos que entrará en vigor en la fecha de la note de Vuestra Excelencia."

En respuesta, tengo a honra comunicar a Vuestra Excelencia que mi Gobierno acepta las proposiciones anteriores y, por lo tanto, la nota número 505950, antes transcrita y la presente, constituyen un Acuerdo entre el Gobierno de los Estados Unidos Mexicanos y el Gobierno del Japón sobre cooperación técnica en el ramo de telecomunicaciones en Mexico.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración.

(Nota de México)

Senor Embajador:

Con relación a las notas cambiadas el 24 de julio de 1967 sobre cooperación técnica en el ramo de telecomunicaciones, tengo el honor de confirmar, en nombre del Gobierno de los Estados Unidos Mexicanos, el acuerdo a que recientemente llegaron representantes de nuestros dos Gobiernos en el sentido de prorrogar los arreglos contenidos en las notas arriba mencionadas hasta el 23 de julio de 1973, de conformidad con lo previsto en el párrafo 10 de los mismos arreglos, en la inteligencia de que la palabra "tres" que aparece en el párrafo 9 queda substituida por la palabra "cinco".

Agradeceré a Vuestra Excelencia que tenga la bondad de confirmar, en nombre del Gobierno del Japón, el acuerdo arriba expuesto.

Aprovecho esta ocasión para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

(Proyecto)

(Nota del Japón)

Senor Ministro:

Tengo el honor de acusar el recibo de la nota de
Vuestra Excelencia de fecha de hoy, que es lo siguiente:

"(La Nota de México)"

Tengo, además, el honor de confirmar, en nombre del
Gobierno del Japón, el acuerdo arriba expresado.

Aprovecho esta ocasión para renovar a Vuestra
Excelencia el testimonio de mi más alta consideración.

AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF UGANDA FOR THE
ESTABLISHMENT OF A VOCATIONAL TRAINING
INSTITUTE

The Government of Japan and the Government of Uganda,
earnestly desiring to advance economic and technical co-
operation between the two countries and thereby to strengthen
the friendly relations between the two countries have
agreed as follows:

Signed at Kampala, June 28, 1968
Entered into force, June 28, 1968

ARTICLE I

(1) The two Governments shall co-operate with each other
in establishing a vocational training centre, which shall
be called "Vocational Training Institute", (hereinafter
referred to as "the Institute") at Nakawa, Kampala, Uganda.
The function of the Institute shall be to render practical
and theoretical training to Ugandan artisans.

(2) The vocational training at the Institute will be given
in the following fields:

- (a) Machining
- (b) Sheet metal working
- (c) Welding and flame cutting
- (d) Machinery fitting
- (e) Electrical fitting and electrical installation
- (f) Automobile repairing

ARTICLE II

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense the services of a Japanese Principal and requisite Japanese staff (hereinafter jointly referred to as "the Japanese staff") as listed in Annex I. In accordance with laws and regulations in force in Japan, the Government of Japan will also dispatch, under its Technical Co-operation Scheme, a requisite number of architectural experts to give technical advice to the Uganda authorities on the construction of the Institute buildings referred to in Article IV, (1) (b).

(2) The Japanese staff and their families and architectural experts referred to in (1) shall be granted privileges, exemptions and benefits as listed in Annex II, and shall be granted privileges, exemptions and benefits no less favorable than those granted to the experts of any third country under similar circumstances.

ARTICLE III

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense training and teaching materials, machinery, equipment, tools as listed in Annex III and spare parts required for the establishment of the Institute as well as certain construction materials which are not locally available in Uganda and are required for the construction of the Institute buildings listed in Annex IV.

(2) The articles referred to in (1) shall become the property of the Government of Uganda upon being delivered c.i.f. to the Uganda authorities concerned at the railway station of Kampala.

(3) The articles referred to in (1) shall be utilized exclusively for the purpose of the Institute under the supervision of the Japanese Principal.

(4) The construction materials referred to in (1) shall be utilized exclusively for the construction of the Institute buildings with the advice of the Japanese architectural experts referred to in Article II (1).

ARTICLE IV

In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to grant training awards (fellowship) for technical training in Japan to a certain number of Ugandan nationals who shall be employed later as assistant technical instructors of the Institute.

ARTICLE V

The Government of Uganda shall undertake to bear claims, if any arise, against the Japanese staff resulting from, occurring in the course of, or otherwise connected with the bona-fide acts within the scope of their functions in Uganda covered by this Agreement.

ARTICLE VI

(1) The Government of Uganda shall provide at their own expense:

- (a) the services of a Ugandan Deputy-Principal and requisite Ugandan assistant technical staff and administrative staff as listed in Annex V;
- (b) requisite buildings as listed in Annex IV as well as land and incidental facilities required therefor;
- (c) supply or replacement of machinery, equipment and tools, and any other materials necessary for the operation of the Institute, except those provided at the time of the establishment of the Institute by the Government of Japan under Article III (1);
- (d) furnished accommodation for the Japanese staff and their families equivalent to that provided for officials of comparable rank of the Government of Uganda;
- (e) travelling and subsistence allowances at the current rate applicable to the Uganda Civil Service for the

travel by the Japanese staff in connection with their official duties.

- (2) The Government of Uganda shall meet;
- (a) customs duties, internal taxes and other similar charges, if any, imposed in Uganda in respect of the articles and materials referred to in Article III;
 - (b) expenses necessary for the transportation of the articles and materials to be provided by the Government of Japan from the railway station of Kampala to the site of the Institute as well as for the installation, storage, operation and maintenance thereof;
 - (c) all running expenses necessary for the operation of the Institute.

ARTICLE VII.

The Principal shall be responsible, with the assistance of the Deputy-principal for all technical matters. The Deputy-Principal shall be responsible, with the advice of the Principal, for the general administration and operation of the Institute.

ARTICLE VIII

There shall be mutual consultation between the two Governments for the purpose of advancing the objectives of the Institute.

ARTICLE IX

- (1) The two Governments shall commence the operation of the Institute within one year from the entry into force of this Agreement.
- (2) The services of the Japanese staff for the operation of the Institute will be provided for a period of three years during the validity of this Agreement.

ARTICLE X

- (1) This Agreement shall enter into force on the date of its signature.
- (2) This Agreement shall remain in force for a period of four years.
- (3) This Agreement may be extended by mutual agreement for a further specified period.

Done in duplicate in English at Kampala on this twenty eighth day of June, 1968.

For the Government of Japan:

For the Government of Uganda:

ANNEX I

LIST OF THE JAPANESE STAFF AT THE INSTITUTE

- (1) Principal
- (2) Expert of vocational training
- (3) Technical training instructors
- (4) Co-ordinator

ANNEX 2

PRIVILEGES, EXEMPTIONS AND BENEFITS

- (1) Exemption from income tax and charges of any kind imposed on or in connection with remuneration received from abroad
- (2) Exemption from import and export duties and charges of any kind imposed on or in connection with the importation of personal and household effects (including one electric refrigerator per family and one motor vehicle per expert) and professional equipment intended for use in connection with his assignment, provided that such goods shall be imported within six months after the arrival of their owner in Uganda for his assignment under this Agreement.
- (3) Free medical services and facilities as provided for public officers of comparable rank of the Government of Uganda.

ANNEX 3

LIST OF MACHINERY, EQUIPMENT AND TOOLS

Machinery, equipment and tools for

- (1) Machine shop
- (2) Sheet metal shop
- (3) Welding and flame cutting shop
- (4) Machinery fitting shop
- (5) Electrical fitting and electrical installation shop
- (6) Motor vehicle mechanics shop
- (7) Other shops

ANNEX 4

LIST OF CONSTRUCTION MATERIALS TO BE
PROVIDED BY THE GOVERNMENT OF JAPAN
FOR INSTITUTE BUILDINGS

- (1) Shape steel
- (2) Plate glass
- (3) Electrical fittings
- (4) Locks and general hardware
- (5) Sanitary fittings
- (6) Facing materials (soft board)
- (7) Paints
- (8) Other fixtures to the dormitory building

Note: The total value of the above construction materials will not exceed ¥ 30,000,000 (Thirty Million Yen).

ANNEX 5

LIST OF THE UGANDA STAFF AT THE INSTITUTE

- (1) Deputy-Principal
(Preferably a person who is well versed in administration and has knowledge and experience of vocational training)
- (2) Assistant technical training instructors
(those who have undergone technical training in Japan to become assistants to the Japanese technical training instructors)

(3) Administrative staff

Accountant

Clerks

Typists

Watchman

Messengers

Driver

Warehouse or tool-room keeper (requisitenumbers)

ANNEX 6

PARTICULARS OF BUILDINGS FOR THE INSTITUTE

(1) Main building

(a) Principal's room

(b) Deputy-Principal's room

(c) Instructors' room

(d) Office

(e) Accountant's room

(f) Co-ordinator's room

(g) Meeting room

(h) Sick bay

(i) Servant quarters

(j) Classroom

- (k) Audio visual room
 - (l) Drawing room
 - (m) Library
- (2) Workshop
- (a) Machine shop
 - (b) Welding and flame cutting shop
 - (c) Sheet metal shop
 - (d) Foreign shop
 - (e) Machinery fitting shop
 - (f) Electrical fitting and electrical installation shop
 - (g) Motor vehicle mechanics shop
 - (h) Testing room
 - (i) Materials and tools store
 - (j) Locker room
 - (k) Store
- (3) Dormitory
- (a) Bed room
 - (b) Dining hall
 - (c) Kitchen
 - (d) Shower and washing rooms
- (4) Guard box

AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF THE REPUBLIC OF KOREA

(Japanese Note)

Tokyo, October 25, 1967

Excellency:

I have the honour to refer to the recent conversations which have taken place between representatives of the Government of Japan and the Government of the Republic of Korea concerning the establishment of Kyung-Puk Institute of Technology at Taegu in the Republic of Korea and to confirm the following arrangements agreed as a result of these conversations:

1. The Government of Japan and the Government of the Republic of Korea shall cooperate with each other in the establishment of a technical training centre at Taegu in the Republic of Korea to be called "Kyung-Puk Institute of Technology" (hereinafter referred to as the Institute). The functions of the Institute shall be to render practical and theoretical training in mechanical and chemical fields for technicians in the Republic of Korea and to conduct researches and experiments with a view to improving industrial techniques applicable to Korean industries.

2. (1) The Government of Japan shall, in accordance with laws and regulations in force in Japan, take necessary measures to provide at its own expense the services of a chief Japanese expert and requisite Japanese technical experts (hereinafter jointly referred to as the Japanese experts).

(2) The Japanese experts shall be granted in the Republic of Korea treatment no less favourable than that granted

generally to the experts assigned to the Republic of Korea under the Colombo Plan. The Japanese experts shall be exempt from income tax and charges of any kind imposed on the remuneration received from abroad and from import and export duties and any other charges in respect of reasonably necessary personal and household effects, including one motor vehicle per family, in accordance with applicable laws and regulations of the Republic of Korea.

3. (1) The Government of Japan shall, in accordance with laws and regulations in force in Japan, take necessary measures to provide at its own expense training and teaching machinery, equipment and materials for the establishment of the Institute.

(2) The articles referred to above shall become the property of the Government of the Republic of Korea upon being delivered c.i.f. at the port of Pusan to the authorities concerned of the Republic of Korea, and shall be utilized exclusively for the purpose of establishment and maintenance of the Institute.

(3) The Government of the Republic of Korea shall, in accordance with laws and regulations in force in the Republic of Korea, take necessary measures to meet customs duties, internal taxes and other similar charges, if any, imposed in the Republic of Korea in respect of these articles.

4. The Government of the Republic of Korea shall, in accordance with the budgetary appropriations, take necessary measures to provide;

(a) a Korean director, teaching staff and administrative staff (including typists, drivers, clerks, accountants, messengers and watchmen) necessary for the operation of the Institute;

(b) requisite land and buildings and their incidental facilities necessary for the establishment and operation of the Institute;

(c) supply or replacement of machinery, equipment, tools and spare parts, and any other materials necessary for the operation of the Institute which can be made in the Republic of Korea;

(d) expenses necessary for the transportation of the articles referred to in paragraph 3 above;

(e) all running expenses necessary for the operation and maintenance of the Institute; and

(f) suitable accommodation for the Japanese experts and their families and transportation facilities for the Japanese experts in the course of their duty under the present arrangements.

5. (1) The Government of the Republic of Korea undertakes, within its budgetary means, to bear claims, if any arise, against the Japanese experts occurring in the course of the bona fide discharge of their official functions in the Republic of Korea covered by the present arrangements.

(2) In the case of deliberate intention or gross negligence, the Japanese experts shall bear claims to the extent of the liability in accordance with laws and regulations in force in the Republic of Korea.

6. The Korean director shall be responsible for the operation of the Institute, while the chief Japanese expert will provide the Korean director with advice on technical matters. The Japanese experts shall provide the Korean teaching staff with advice on curricula and the methods of instruction, and, in case requested by the Korean director, may directly guide the students of the Institute in their practice.

7. There shall be mutual consultation between the two Governments for the purpose of advancing the objectives of the Institute and promoting Japanese-Korean cooperation in operating the Institute.

8. The operation of the Institute shall be commenced within one year from the date of entry into force of the present arrangements and the services of the Japanese expert for

the operation of the Institute shall be provided for a period of three years.

9. The present arrangements shall remain in force for a period of four years and may be extended by mutual agreement for a further specified period.

I have the honour to propose, on behalf of my Government, that the present note and your reply confirming the above arrangements shall constitute an agreement between the Government of Japan and the Government of the Republic of Korea which shall enter into force on the date of your reply.

I avail myself of this opportunity in renew to Your Excellency the assurances of my highest consideration.

(Korean note)

Excellency:

I have the honour to acknowledge the receipt of your note of today's date which reads as follows:

"(Japanese Note)"

I have the honour to confirm the arrangements as stated in your note and to agree, on behalf of my Government, that your note and the present reply shall constitute an agreement between the Government of the Republic of Korea and the Government of Japan which shall enter into force on the date of this reply.

Accept, Excellency, the renewed assurances of my highest consideration.

AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF THE REPUBLIC OF
INDONESIA CONCERNING TECHNICAL COOPERATION
IN THE FIELD OF FISHERY RESEARCH AND EDUCATION

The Government of Japan and the Government of the Republic of Indonesia, earnestly desiring to co-operate with each other to contribute to the promotion of the fishing industry in Indonesia, have agreed as follows:

ARTICLE I

The two Governments shall co-operate with each other in carrying out the fishery research and education programme (hereinafter referred to as "the Programme") which consists of the following:

- (1) research on preservation and processing of marine and other fishery products at the Institute of Fisheries Technology in Djakarta
- (2) sea fishery research at the Sea Fisheries Research Institute in Djakarta
- (3) fishing boat and fishing gear research at the Fishing Boats Research Institute in Djakarta
- (4) fishery education at the Fisheries Academy in Djakarta
- (5) extension of results of the fishery research and education at the Institutes and the Academy referred to in (1) to (4)

ARTICLE II

The Programme shall be implemented under the supervision and co-ordination by the Directorate General of Fisheries of the Department of Agriculture of the Republic of Indonesia.

ARTICLE III

In accordance with laws and regulations in force in Japan, the Government of Japan will take, at its own expense, necessary measures to provide the Institutes with services of such Japanese experts as listed in Annex II.

ARTICLE IV

The Japanese experts and their families shall be granted in the Republic of Indonesia the privileges, exemptions and benefits as listed in Annex III and shall be granted privileges, exemptions and benefits no less favourable than those granted in the Republic of Indonesia to the experts of third countries or of international organizations such as the United Nations serving under similar circumstances.

ARTICLE V

- (1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at its own expense such equipment, machinery, tools and other materials required for the implementation of the Programme as listed in Annex IV.
- (2) The articles referred to above shall become property of the Government of the Republic of Indonesia upon being delivered c.i.f. at the port of disembarkation to the Indonesian authorities concerned.
- (3) The articles referred to above shall be exempted in the Republic of Indonesia from customs duties, taxes or any other charges that may be imposed on such articles prior to their delivery to the Indonesian authorities concerned.

(4) The articles referred to above shall be utilized exclusively for the purpose of the Programme.

ARTICLE VI

In accordance with laws and regulations in force in Japan, the Government of Japan will take, at its own expense, necessary measures to provide Indonesian counterparts to the Japanese experts with necessary technical training facilities in Japan.

ARTICLE VII

The Government of the Republic of Indonesia undertakes to bear claims, if any arise, against the Japanese experts resulting from, occurring in the course of, or otherwise connected with, the bona fide discharge of their functions in the Republic of Indonesia covered by this Agreement.

ARTICLE VIII

(1) The Government of the Republic of Indonesia will provide at its own expense:

- (a) adequate Indonesian personnel as listed in Annex V;
- (b) land and buildings as listed in Annex VI.

(2) The Government of the Republic of Indonesia will meet:

- (a) expenses necessary for the transportation of the articles referred to in Article V within Indonesia as well as for the installation, operation and maintenance thereof;
- (b) all running expenses necessary for implementing the Programme.

ARTICLE IX

The Japanese experts shall form a technical advisory body which is responsible for providing technical advice regarding the implementation of the Programme, while the Indonesian Directors shall be responsible for the administration regarding the implementation of the Programme.

ARTICLE X

There shall be mutual consultation between the two Governments for the purpose of securing the successful implementation of the Programme.

ARTICLE XI

(1) The period in which the services of the Japanese experts referred to in Article III are provided shall not exceed two (2) years.

(2) The Indonesian authorities concerned shall assume the full responsibilities for the Programme after the termination of the services of the Japanese experts under paragraph (1) above.

ARTICLE XII

This Agreement shall enter into force on the date of its signature and remain in force for the period of three (3) years.

Done in duplicate at Djakarta, in the English language on this day of _____, 1969.

For the Government of
Japan:

For the Government of the
Republic of Indonesia:

ANNEX I

Fisheries High Schools

- (1) Ambon
- (2) Belawan
- (3) Manado
- (4) Singaradja
- (5) Tegal

ANNEX II

Japanese Experts

- (1) Chief Advisor (expert on fisheries in general)
- (2) Expert on preservation and processing of marine products
- (3) Expert on fishing gear and fishing method
- (4) Expert on fishery laboratory equipment

ANNEX III

Privileges, Exemptions and Benefits

- (1) Exemption from income tax and charges of any kind imposed on or in connection with the living allowances remitted from abroad.

- (2) Exemption from import and export duties and any other charges in respect of personal and household effects, including one motor vehicle, one refrigerator, one airconditioner per family, other minor electric appliances and optical instruments which may be brought into Indonesia from abroad.
- (3) Free local medical services and facilities to the experts and their families.

ANNEX IV

Equipment and Materials

- (1) Laboratory equipment
- (2) Fishing gears and gear materials
- (3) Machinery and tools
- (4) Research equipment (for field work)
- (5) Books
- (6) Transportation
- (7) Audio-visual aids and printing equipment

ANNEX V

Indonesian Personnel

- (1) Director
- (2) Counterpart to Japanese expert
- (3) Clerical and service personnel including typist, clerk, telephonist, watchman, driver, etc.

ANNEX VI

Land and Buildings at each of the Institutes

- (1) Office
- (2) Class room
- (3) Laboratory
- (4) Store house
- (5) Audio-visual room
- (6) Stock room
- (7) Dormitory
- (8) Garage

AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF THE REPUBLIC OF CHINA
FOR THE ESTABLISHMENT OF A VOCATIONAL
TRAINING CENTRE FOR METAL MANUFACTURING
INDUSTRIES

Signed at Taipei, December 5, 1969
Entered into force, December 5, 1969

The Government of Japan and the Government of the Republic of China, earnestly desiring to advance economic and technical co-operation between the two countries, have agreed as follows:

ARTICLE I

The two Governments shall co-operate with each other in establishing in the Republic of China a Vocational Training Centre for Metal Manufacturing Industries (hereinafter referred to as "the Centre"), consisting of the Keelung division and the Kaohsiung division, which shall perform the following functions for the purpose of contributing to the development of metal manufacturing industries in the Republic of China.

- (a) the training of skilled workers in the following trades of the above-mentioned industries for the need of both public and private enterprises;
 - (i) Cold work
 - (ii) Machining
 - (iii) Bench work (fitting, assembling and repair)
 - (iv) Welding
 - (v) Electrical work
 - (vi) Drafting

- (b) the development of training system and standards, with a view to upgrading the existing skill in the above-mentioned industries.

ARTICLE II

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at its own expense the services of such Japanese experts as listed in Annex I (hereinafter referred to as "the Experts") at the Centre.

(2) The Experts and their families shall be granted in the Republic of China such privileges, exemptions and benefits as listed in Annex II. The Experts shall be granted privileges, exemptions and benefits no less favourable than those granted to the experts of any third country serving in the Republic of China under similar circumstances.

ARTICLE III

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at its own expense equipment, machinery, tools and spare parts required for the establishment of such shops of the Centre as listed in Annex III.

(2) The articles referred to above shall become the property of the Government of the Republic of China upon being delivered c.i.f. at the ports of disembarkation to the Chinese authorities concerned.

(3) The articles referred to above shall be exempted in the Republic of China from customs duties, internal taxes or any other charges that may be imposed on such articles prior to their delivery to the Chinese authorities concerned.

(4) The articles referred to above shall be utilized exclusively for the purpose of the Centre with the advice of the Experts.

ARTICLE IV

In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at its own expense a certain number of Chinese counterparts to the Experts with appropriate technical training facilities in Japan.

ARTICLE V

The Government of the Republic of China will undertake to bear claims, if any arise, against the Experts resulting from, occurring in the course of, or otherwise connected with the bona fide discharge of their functions in the Republic of China covered by this Agreement.

ARTICLE VI

(1) The Government of the Republic of China will take necessary measures to provide at its own expense:

- (a) requisite Chinese personnel as listed in Annex IV;
- (b) requisite land and buildings as listed in Annex V as well as incidental facilities required therefor;
- (c) replacement of equipment, machinery, tools and spare parts referred to in Article III and supply of any other materials necessary for the operation of the Centre;
- (d) suitable furnished housing accommodations for the Experts and their families and transportation facilities for the Experts.

(2) The Government of the Republic of China will take necessary measures to meet:

- (a) expenses necessary for the transportation of the articles referred to in Article III within the Republic of China as well as for the installation, operation and maintenance thereof;

- (b) all running expenses necessary for the operation of the Centre, including expenses of internal travel of the Experts for official purposes.

ARTICLE VII

- (1) The Chinese Director General shall be responsible for the overall administration pertaining to the operation of the Centre, and the Chinese Directors of the Keelung and Kaohsiung divisions shall be responsible for the administration of the respective divisions.
- (2) One of the Experts who will act as Chief Advisor shall be responsible for the overall technical matters pertaining to the operation of the Centre, and the heads of the Experts at the Keelung and Kaohsiung divisions shall be responsible for the technical matters pertaining to the operation of the respective divisions.

ARTICLE VIII

There shall be mutual consultation between the two Governments for the purpose of securing the successful operation of the Centre.

ARTICLE IX

- (1) The operation of the Centre shall be commenced within one (1) year from the date of the entry into force of this Agreement.
- (2) The period in which the services of the Experts referred to in Article II are provided shall not exceed three (3) years.

ARTICLE X

(1) This Agreement shall enter into force on the date of its signature and remain in force for the period of four (4) years.

(2) This Agreement may be extended by mutual agreement for a further specified period.

Done in duplicate in English at Taipei on this
days of _____, 1969.

For the Government of
Japan:

For the Government of
the Republic of China:

ANNEX I

The Experts

- (1) Chief Advisor
- (2) Experts on Cold Work, Machining, Bench Work, Welding, Electrical Work, Drafting.

ANNEX II

Privileges, Exemption and Benefits

- (1) Exemption from income tax and charges of any kind imposed on or in connection with the remuneration received from abroad.
- (2) Exemption from import and export duties and any other charges in respect of personal and household effects, including one motor vehicle, one refrigerator, minor electric appliances and optical instruments per expert.
- (3) Free medical services and facilities for the Experts and their families.

ANNEX III

The Shops

- (1) Cold work shop
- (2) Machine shop
- (3) Bench work shop
- (4) Welding shop
- (5) Electrical shop
- (6) Other shops

ANNEX IV

The Chinese Personnel of the Centre

- (1) Director General (Executive Secretary, Commission of the National Corporations, Ministry of Economic Affairs)
- (2) Directors and Deputy Directors
- (3) Requisite number of teaching staff
- (4) Requisite clerical and service personnel including typists, clerks, telephonists, watchmen, drivers, messengers, etc.

ANNEX V

Land and Buildings of the Centre

- (1) Main building
- (2) Office room for the head of the Experts
- (3) Office room for the Experts
- (4) Office
- (5) Work shops and classrooms
- (6) Garage
- (7) Warehouse
- (8) Library
- (9) Dormitory

AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE IMPERIAL GOVERNMENT OF IRAN
CONCERNING THE ESTABLISHMENT OF TELE-
COMMUNICATION CENTRE

Signed at Teheran, March 30, 1971
Entered into force, March 30, 1971

The Government of Japan and the Imperial Government of Iran, earnestly desiring to advance the economic and technical cooperation between the two countries and thereby to strengthen further the friendly relations which traditionally exist between the two countries, have agreed as follows:

ARTICLE I

- (1) The two Governments shall cooperate with each other in establishing a Telecommunication Research Centre in the Tehran University, Iran, which shall be called "Iran Telecommunication Research Centre" (hereinafter referred to as "the Centre").
- (2) The functions of the Centre shall be to conduct theoretical and practical research in telecommunication, to train Iranian nationals in telecommunication research, to promote development of telecommunication systems and equipment and to assist in establishing rules and procedures concerning telecommunication services in Iran.

ARTICLE II

- (1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at its own expense the services of a Japanese advisor and other requisiting Japanese experts, as listed in Annex I.

(2) The Japanese experts and their families shall be granted in Iran privileges and exemptions as listed in Annex II and those stipulated in the Regulation dated July 14th, 1966 (Tir 23rd, 1345) or in the regulations which may enter into force after the signature of this Agreement which provides for more favourable treatment.

ARTICLE III

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at its own expense machinery, equipment, tools and materials required for the establishment of the Centre as listed in Annex III.

(2) The articles referred to above shall become the property of the Imperial Government of Iran upon being delivered c.i.f. at the port of Zhorramshabr to the Iranian authorities concerned.

(3) The articles referred to above shall be utilized exclusively for the purpose of the Centre with the advice of the Japanese experts.

ARTICLE IV

In accordance with laws all regulations in force in Japan, the Government of Japan will take necessary measures to provide Iranian personnel, counterpart to the Japanese experts, at its own expense, with necessary technical training facilities in Japan.

ARTICLE V

The Japanese advisor and experts who are dispatched to Iran in accordance with this agreement, will be insured individually, every year, with the Iran Insurance Company, Tehran, to a maximum compensation up to 5,000,000 Rials, for any damage caused through negligence by Japanese advisor and experts in connection with the execution of their tasks under this Agreement. The appropriate insurance premium will be paid by the Imperial Government of Iran.

ARTICLE VI

- (1) The Imperial Government of Iran undertakes to provide at its own expense;
 - (a) an Iranian director and other requisite Iranian personnel, as listed in Annex IV;
 - (b) requisite land and buildings as listed in Annex V as well as incidental facilities required therefor;
 - (c) replacement of machinery, equipment, tools and materials referred to in Article III and spare parts thereof and supply of any other materials, parts, components, etc., necessary for the operation and maintenance of the Centre;
 - (d) suitable furnished accommodations and transportation facilities for the Japanese experts;
 - (e) Motor vehicles for field testing.
- (2) The Imperial Government of Iran undertakes to meet;
 - (a) customs duties, internal taxes and other similar charges, if any, imposed in Iran in respect of the articles referred to in Article III;
 - (b) expenses necessary for the transportation of the articles referred to in Article III within Iran as well as for the installation, operation and maintenance thereof;
 - (c) any other running expenses necessary for the operation and maintenance of the Centre.

ARTICLE VII

The Iranian director shall be responsible for overall administration of the Centre, while the Japanese advisor shall guide the research and training activities of the Centre in consultation with the Iranian director.

The Japanese advisor will give advice on development of telecommunication in Iran to the Iranian authorities concerned in coordination with the Iranian director.

ARTICLE VIII

There shall be mutual consultation between the two Governments for the purpose of securing the successful operation of the Centre.

ARTICLE IX

The period in which the services of the Japanese experts referred to in Article II are provided shall not exceed three years.

ARTICLE X

(1) This Agreement shall come into force on the date of the last notification by either Party to the other that it has complied with the requirements of its internal Laws for the entry into force of this Agreement, and shall remain in force for a period of four years thereof.

(2) This Agreement may be extended by mutual agreement for a further period.

Done in duplicate in English at Tehran on this day of August 16th, 1970.

For the Government
of Japan:

For the Imperial
Government of Iran:

Kensaku Maeda
Ambassador Extraordinary and
Plenipotentiary of Japan in
Iran

Fatellah Sotoudeh
Minister of Post, Telegraph
and Telephones

ANNEX I

List of Japanese expert at the centre

- (1) Advisor
- (2) Expert on microwave
- (3) Expert on wireless
- (4) Expert on carrier
- (5) Expert on outside plant
- (6) Expert on telegraph
- (7) Expert on telephone
- (8) Expert on broadcast and radio regulation
- (9) Coordinator

ANNEX II

Privilegers, exemption and benefits

- (1) Exemption from payment of the customs duties and commercial profit taxes imposed on the importation of Japanese foodstuff for consumption of the experts and their families up to the amount of 10,000 Rials (FOB price Port of embarkation in Japan) per head and per annum.
- (2) Free medical services and facilities for the Japanese experts and their families.

ANNEX III

Machinery, equipment, tools and materials

- (1) Equipment and materials for research concerning microwave, wireless, carrier, outside plant, telegraph, telephone and broadcast (radio regulation)
- (2) Measuring instruments and tools
- (3) Testing materials and machinery
- (4) Machinery tools for metal work
- (5) Other minor equipment and materials necessary for research

ANNEX IV

List of Iranian personnel at the centre

- (1) Director
- (2) Requisite technical personnel including research engineers and their assistante
- (3) Clerical and service personnel including typist, clerk, telephonist, watchman, driver, messenger, etc.

ANNEX V

Land and buildings to be provided for the centre

- A. A piece of land of at least 31,000 m² in the Tehran University

B. Buildings, of which total floor space shall be 3,800 m²

- (1) Fractional experimental rooms for seven divisions
- (2) Adequate office facilities
- (3) Testing work-shop
- (4) Store-house
- (5) Garage
- (6) Electric power plant
- (7) Antenna tower
- (8) Miscellaneous rooms

RECORD OF DISCUSSIONS BETWEEN
THE JAPANESE IMPLEMENTATION SURVEY MISSION
AND THE AUTHORITIES CONCERNED OF
THE IMPERIAL GOVERNMENT OF IRAN

Upon request by the Imperial Government of Iran made with the Government of Japan, the Japanese Implementation Survey Mission organized by the Japan's Overseas Technical Cooperation Agency and headed by Mr. E. Itoi, visited Iran from 15th, June to 13th July, 1969, as a sequence to the preceding preliminary Survey Mission headed by Mr. G. Miyamoto that visited Iran last year, for the purpose of working out in detail, in line with the report of the said preceding Mission, the scope and methods of implementing the establishment of Telecommunication Research Centre in Iran.

As a result of series of surveys, exchange of views and discussions, the Japanese Mission and the Iranian Authorities concerned reached the understandings as recorded hereunder.

The Present Record of Discussions shall not be binding legally either on the Government of Japan or on the Imperial Government of Iran, as the two Governments will review the Record of Discussions, and upon such review, will decide on a formal agreement between the two Governments to establish the centre referred to above.

The Record of Discussions should, however, serve as the basis for such agreement to be finalized by the two Governments.

The attached Time table and General plan of the establishment of the Centre are considered as an integrant part of this Record of Discussions.

1. In view of the urgent necessity to meet the increasing demand for the development and research of telecommunication techniques in connection with the Fourth National Development Plan now under way in Iran, there shall be established a Telecommunication Research Centre in Iran, The two Governments shall cooperate with each other in establishing and operating the Centre by means of implementing the following:

(1) The proposed Telecommunication Research Centre shall be established at Aryamehr University of Technology in Tehran, Iran and shall be called "Iran Telecommunication Research Centre" (hereinafter referred to as "the Centre").

(2) The Centre shall conduct theoretical and practical research and train Iranian staff in telecommunication research and promote development of systems and equipment in the field of telecommunication, and also establish rules and procedures governing Telecommunications Services in Iran.

2. The research divisions of the Centre shall be as follows:

- (1) Microwave Division
- (2) Wireless Telecommunication Division
- (3) Carrier Transmission Division
- (4) Outside Plant Division
- (5) Telegraph Division
- (6) Telephone Division
- (7) Broadcast and Radio Regulation Division

3. In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at its own expense the services of Japanese Experts as listed in Annex I. (hereinafter referred to as "the Experts").

NOTE: (1) The Experts will be dispatched at the most convenient Date after an agreement between the two Governments has been reached.

- (2) The Government of Japan will bear the Experts' salaries their international travel expenses between the two countries, and other allowances except official internal transportation for Experts, housing and Medical services for Experts and their families.

4. The Experts and their families shall be granted in Iran privileges, exemptions and benefits no less favourable than those granted to experts of the international organizations such as the United Nations serving in Iran under similar circumstances.

5. In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at its own expense machinery, equipment, tools and materials required for the establishment of the Centre up to the amount 120,000,000 Japan Yen as listed in Annex II which will be provided before the completion of the Centre.

- (1) The articles referred to above shall become the property of the Imperial Government of Iran upon being delivered c.i.f. at the port of disembarkation to the Iranian Authorities concerned.
- (2) The Imperial Government of Iran undertakes to meet customs duties, internal taxes and other similar charges if any imposed in Iran in respect of the articles referred to above prior to their delivery to the Iranian Authorities concerned.
- (3) The articles referred to above shall be utilized exclusively for the purpose of the Centre with the advice of the Japanese advisor.

6. In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide Iranian counter parts of the centre with training facilities, expert and services for necessary training in Japan.

NOTE: "facilities" will include air ticket to and from Japan, suitable living allowance, medical services and internal transportation.

7. The Imperial Government of Iran undertakes to bear claims, if any arise, against the Japanese experts resulting from occurring in the course of, or other wise connected with the bona fide discharge of their functions in Iran covered by this Record of Discussions which are going to be included in the future agreement between the two Governments.

8. A. The Imperial Government of Iran will provide at its own expense:

- (1) A director and requisite Iranian technical and other personnel as listed in Annex III
- (2) Requisite land and buildings, as listed in Annex IV as well as incidental facilities required therefore;
- (3) Replacement of machinery, equipment and tools necessary for the operation and maintenance of the Centre and materials, parts, components etc. other than provided by the Japanese Government in the first three years of the operation of the Centre.
- (4) Suitable housing and transportation facilities for the Experts and the fixed agreed amount for furnitures.

NOTE: The houses will be equiped with electricity, water, telephone, gas, the charges of which shall be born by the Iranian Government. The furnitures bought by Experts shall be considered as Expert's property.

- (5) Motor vehicles for field testing

B. The Imperial Government of Iran will meet;

- (1) Expenses necessary for the transportation of the articles referred to in Annex II within Iran as well as the for installation other than made by Japanese Experts, operation and maintenance thereof.
- (2) All running expenses necessary for the operation of the Centre.

NOTE: "all running expenses" include;

- i) electricity, water, oil, gas and other utilities of the Centre:
- ii) Expenses on raw materials for use in research and instruction other than those Supplied by the Japanese Government

iii) Expenses for internal travel of the Experts on duty.

9. The Iranian director shall be responsible for overall administration of the Centre, while the Japanese Advisor shall be responsible to guide the research and training activities of the Centre in consultation with the director.

The Advisor shall be responsible for giving advice on the development of telecommunication in Iran to the Iranian Government in coordination with the Iranian Director referred to above.

The Iranian division engineers, head of each division, shall be responsible for administration of each division, while the Japanese experts shall be responsible to guide the research and training activities of each division.

10. There shall be mutual consultation between the two Governments for the purpose of advancing the objectives of the Centre and of successfully promoting close cooperation in operating the Centre.

11. The duration of the Japanese cooperation for the implementation of the Centre shall not exceed three years in principle, but by mutual agreement the services of the Japanese experts may be provided for further specified period. The Iranian Government Authorities concerned shall take over the full responsibilities of the Centre and the divisions concerned after the expiry of the period of the Japanese cooperation.

For the Minister of P.T.T.

For the Japanese Implementation Survey Mission

Khalil Parsa

E. Itoi
Chief of the Mission

ANNEX I

List of Japanese Experts

- (1) Advisor
- (2) Expert on microwave
- (3) Expert on wireless telecommunication
- (4) Expert on carrier transmission
- (5) Expert on outside plant
- (6) Expert on telegraph
- (7) Expert on telephone
- (8) Expert on broadcast and radio regulation
- (9) Coordinator

NOTE: Chart of the organization of the proposed Centre.

Steering
Committee

Microwave
Division

Japanese Expert
Divisional Engineer

Director (I)

Advisor (J)

ANNEX II

Machinery, equipment, tools and materials

Note: the following list is subject to change, if necessary.

ANNEX III

List of Iranian personnel for the centre

- (1) Director
- (2) Requisite technical personnel including research engineers and their assistants
- (3) Clerical and service personnel including typists, clerk, telephonist, watchmen, drivers, messengers, etc.

ANNEX IV

Land and buildings to be provided for the centre

- A. An area of land of at least 22,000 m² at Aryamehr University of Technology in Tehran
- B. Buildings of which total floor squares shall be 4,400 m².
 - (1) Practical experimental rooms for seven (7) divisions
 - (2) Adequate office facilities
 - (3) Testing work-shop
 - (4) Store-house
 - (5) Garage

(6) Electric power plant

(7) Antenna tower

(8) Miscellaneous rooms

For the Minister of P.T.T.

For the Japanese Implement-
ation Survey Mission

Khalil Parsa

E. Itoi
Chief of the Mission

Time Table

Signature of Agreement between the two Governments:

September 1969

Building

Making actual plan and preparing tender:

From the beginning of August to
the end of December 1969

Construction period: From the beginning of January 1970
to the end of January 1971

Machinery

Shipping: At the beginning of August 1970

Arrival at Tehran: At the end of December 1970

Installation and
Testing: From the beginning of January to
the end of February 1971

Director

Training in Japan: October 1970 (during one month)

Counterparts

Selection: At the beginning of October 1969

Training in Japan: From the beginning of December
1969 to the end of November 1970

Japanese Experts

Arrival in Tehran: At the beginning of January
1971

Insuguration of the Contre: April 1971

AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF THE KINGDOM OF THAILAND
CONCERNING THE ESTABLISHMENT OF TECHNICAL
COOPERATION CENTRE FOR ROAD CONSTRUCTION
AND TRAINING

Signed at Bangkok, May 19, 1971
Entered into force, May 19, 1971

The Government of Japan and the Government of the Kingdom of Thailand, earnestly desiring to advance the economic and technical cooperation between the two countries and thereby to strengthen further the friendly relations which traditionally exist between the two countries, have agreed as follows:

ARTICLE I

- (1) The two Governments will cooperate with each other in establishing a Technical Cooperation Centre for Road Construction and Training (hereinafter referred to as "the Centre") at Surat Thani in Thailand.
- (2) The function of the Centre will be to render training and guidance to Thai engineers and technicians in the design, construction and maintenance of road, as well as operation and maintenance of machinery and equipment used in road construction.
- (3) The construction work of the road between Surat Thai and Sichon in the southern part of Thailand, which is carried out under the supervision and responsibility of the Government of the Kingdom of Thailand, will be made available for the training and guidance of the Centre.

ARTICLE II

- (1) In accordance with laws and regulations in force in

ARTICLE VII

There will be mutual consultation between the two Governments for the purpose of advancing the objectives of the Centre and of successfully promoting Japanese-Thai co-operation in operating the Centre.

ARTICLE VIII

This agreement will come into force on the date of signature and remain in force for a period of five years.

However, either Government may at any time give notice to the other Government of its intention to terminate the Agreement, in which case the Agreement will terminate six months after such notice has been given.

Done in duplicate in English at Bangkok on this
day of , 1971

For the Government of
Japan:

For the Government of
the Kingdom of Thailand:

Annex III

List of Equipment, Machinery and Tools

1. Earth work equipment
2. Road pavement equipment
3. Equipment for repairing and maintenance services
4. Testing instrument
5. Machinery and tools for workshop
6. Vehicles

Annex IV

List of the Thai Staff

1. Project manager
2. Engineers
3. Operators
4. Technicians
5. Clerks
6. Accountants
7. Drivers
8. Janitors
9. Watchmen

ARTICLE V

The Government of the Kingdom of Thailand will take necessary measures to provide at its own expense:

- (a) a Thai project manager and requisite Thai technical and administrative staff as listed in Annex IV;
- (b) requisite buildings as listed in Annex V as well as incidental facilities and land required therefor;
- (c) supply or replacement of equipment, machinery, tools and spare parts, and any other materials necessary for the operation of the Centre, except those provided by the Government of Japan under Article III;
- (d) suitable furnished accommodation for the Japanese staff and their families and transportation facilities for the Japanese staff in the course of their duty under the Agreement.

(2) The Government of the Kingdom of Thailand will take necessary measures to meet:

- (a) customs duties, internal taxes and other similar charges, if any, imposed in Thailand in respect of the articles referred to in Article III;
- (b) expenses necessary for the transportation within Thailand of the articles referred to in Article III, as well as for the installation, operation and maintenance thereof;
- (c) any other running expenses necessary for the maintenance and operation of the Centre.

ARTICLE VI

The Japanese director will be responsible for the training and guidance at the Centre while the Thai project manager will be responsible for the general administration and operation of the Centre.

ANNEX I

List of the Japanese Staff

1. Director
2. Experts for civil engineering
3. Experts for machinery
4. Co-ordinator

ANNEX II

Privileges, Exemptions and Benefits

- (1) Exemption from the payment of the income tax and any other charges of a similar character imposed on remuneration received from abroad.
- (2) Exemption from customs duties and taxes imposed in respect of reasonably necessary personal possessions, including one motor vehicle per family, which they may introduce into Thailand from Japan within six months of their first arrival to take up their assignment in Thailand.
- (3) Medical services (excluding dental services) up to two thousand Bahts a year for each member of the Japanese staff.
- (4) Such other privileges, exemptions and benefits, if any, as admissible to experts assigned to Thailand under the Colombo Plan.

ANNEX III

List of Equipment, Machinery and Tools

1. Earth work equipment

Japan, the Government of Japan will take necessary measures to provide at its own expense the services of a Japanese director and requisite Japanese technical experts (hereinafter jointly referred to as "the Japanese staff") as listed in Annex I.

(2) The Japanese staff will be granted privileges, exemptions and benefits as listed in Annex II, and will be granted privileges, exemptions and benefits no less favourable than those granted to the experts of third countries under similar circumstances.

(3) The Government of the Kingdom of Thailand will, in so far as necessary for the work of the Centre, grant residence permits to the Japanese staff and their families, and labour permits to the Japanese staff.

ARTICLE III

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at its own expense equipment, machinery, tools and their spare parts required for the establishment of the Centre as listed in Annex III.

(2) The articles referred to above will become the property of the Government of the Kingdom of Thailand upon being delivered c.i.f. to the Thai authorities concerned at the port of disembarkation in Thailand.

(3) The Government of the Kingdom of Thailand will utilize these articles exclusively for the purpose of this Agreement in consultation with the Japanese staff.

ARTICLE IV

The Government of the Kingdom of Thailand undertakes to bear claims, if any arise, against the Japanese staff resulting from, occurring in the course of, or otherwise connected with their functions covered by this Agreement, except for those claims arising from the willful misconduct or gross negligence of the Japanese staff.

ANNEX V

Particulars of Facilities

1. Office building with the Japanese staff rooms and training rooms
2. Workshop and repairshop
3. Dormitory for trainees
4. Garages
5. Stores
6. Laboratory
7. Training field
8. Other necessary facilities

